PLANO CITY COUNCIL

WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M. ON DECEMBER 10, 2007, FOLLOWED BY PRELIMINARY OPEN MEETING IMMEDIATELY THEREAFTER, IN THE PLANO MUNICIPAL BUILDING, 1520 K AVENUE, IN COMPLIANCE WITH VERNON'S TEXAS CODES ANNOTATED, GOVERNMENT CODE CHAPTER 551 (OPEN MEETINGS ACT), AS FOLLOWS:

Mission Statement: The mission of the City of Plano is to provide outstanding services and facilities, through cooperative efforts with our citizens, that contribute to the quality of life in our community.

EXECUTIVE SESSION

I.	Legal Advice A. Respond to questions and receive legal advice on agenda items	Wetherbee	15 min.
II.	Litigation A. Jerrilyn Dufauchard vs. City of Plano, Mission Residential as Managing Company for Mission Collin Creek Apartments and ABC Insurance Company	Wetherbee	15 min.

PRELIMINARY OPEN MEETING

I.	Consideration and action resulting from Executive Session discussion:	Council	5 min.
II.	Personnel Appointments Global Advisory Committee Transition and Revitalization Commission Tax Increment Financing Reinvestment Zone Board No. 1 Tax Increment Financing Reinvestment Zone Board No. 2	Council	10 min.
III.	Council items for discussion/action on future agendas	Council	5 min.
IV.	Consent and Regular Agenda	Council	5 min.

V.	Council Reports	Council	5 min.
	A. Council May Receive Information, discuss and provide direction on the following reports:		
	B. Council may receive reports from its other members who serve as liaisons to boards, commissions, and committees		

In accordance with the provisions of the Open Meetings Act, during Preliminary Open Meetings, agenda items will be discussed and votes may be taken where appropriate.

Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Avenue L, with specially marked parking spaces nearby. Access and special parking are also available on the north side of building. The Council Chamber is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.

C I T Y C O U N C I L

1520 AVENUE K

DATE: **December 10, 2007**

CALL TO ORDER: **7:00 p.m.**

INVOCATION:

PLEDGE OF ALLEGIANCE: **The Men of Note Chorus**

ITEM NO.	EXPLANATION	ACTION TAKEN
	THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY. **The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.** **CERTIFICATE OF APPRECIATION** Transition and Revitalization Commission Pat Miner **THE CITY SECRETARY RECEIVES SPEAKER CARDS AT THE BEGINNING OF THE MEETING** **COMMENTS OF PUBLIC INTEREST** **This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.** **CONSENT AGENDA** **The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.** **Approval of Minutes**	
(a)	November 27, 2007	

ITEM NO.	EXPLANATION	ACTION TAKEN
	Approval of Expenditures	
	Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)	
(b)	**Bid No. 2007-231-B** for Municipal Center Cooling Tower Replacement to Powers MEP Engineering, Inc., in the amount of $224,000.	
	Purchase from Existing Contract/Agreement: (Purchase of products/services through Cooperative Purchasing Interlocal Contract with another governmental/quasi-governmental agency or an additional purchase from current City of Plano annual purchase agreement).	
(c)	To authorize the purchase of maintenance support for Network Infrastructure Switches in the amount of $156,356 from InterNetwork Experts through a Department of Information Resources (DIR) Contract, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-239)	
	Approval of Contract: (Purchase of products/Services exempt from State of Texas Competitive Bid Laws)	
(d)	To approve the terms and conditions of an Engineering Services Contract by and between the City of Plano and Nathan D. Maier Consulting Engineers, Inc., in the amount of $255,040 for the 15th Street- Avenue G to US 75 project; and authorizing the City Manager to execute all necessary documents. (RFP No. 2006-236-B)	
(e)	To approve a Professional Services Agreement Contract between the City of Plano and Hayden Consultants, Inc., in the amount of $53,539 for Engineering Design Services for the Screening Wall – Desert Garden Project; and authorizing the City Manager to execute all necessary documents.	
(f)	To approve an Engineering Contract by and between the City of Plano and R-Delta Engineers, Inc., in the amount of $194,020 for the Avenue P, 18th Street, and Belle View Addition Project; and authorizing the City Manager, to execute all necessary documents.	
	Approval of Contract Modification	
(g)	To increase the contract with UBM Enterprise, Inc. by $179,961 for Custodial Services – various locations. Contract Modification #1. (2007-63-C) This modification will increase the scope of the contract to include seven additional locations for the City.	
	Approval of Change Order	
(h)	To Dean Electric, Inc., dba Dean Construction, deleting certain requirements and adding others resulting in an overall decrease in the contract by $61,817 for Enfield Park Improvements, Project No. 5720, Change Order #1 (Bid No. 2007-101-B).	

ITEM NO.	EXPLANATION	ACTION TAKEN
	Adoption of Resolutions	
(i)	To approve receipt of funds in the amount of $125,801 from the Texas State Library and Archives Commission – Loan Star Libraries to fund the following for Plano Public Library System (PPLS): gaming equipment for teen and adult programming, OCLC language sets, large print books, books on CD, DVDs, Great Courses DVDs, downloadable audios, event registration software, color poster printer, 5 digital projectors, and English and Spanish computer class instructors; and authorizing the City Manager to execute all necessary documents for receipt of the funding.	
(j)	To approve the terms and conditions of a Texas Traffic Safety Program Grant Agreement by and between the State of Texas and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date.	
	Adoption of Ordinances	
(k)	To repeal Ordinance No. 2007-4-20, codified as the subsection entitled "Dominion Parkway" of Chapter 12, Motor Vehicles and Traffic, Article IV, Speed, Section 12-74(b) of the City of Plano Code of Ordinances, to establish the prima facie speed limit for motor vehicles operating along Dominion Parkway between Parkwood Boulevard and Hedgcoxe Road; authorizing and directing the Traffic Engineer to cause placement of traffic control devices indicating the speed limit; providing a fine for criminal penalties not to exceed $200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, and an effective date.	
(l)	To amend Sections 11-228 (c) and Section 11-228 (e) of Chapter 11. Licenses and Business Regulations of the Code of Ordinances of the City of Plano providing for the assessment of a fee if a robbery alarm or an emergency assistance/personal distress alarm falsely alarms more than twice in a twelve month period; providing a repealer clause, a savings clause; a severability clause; and providing an effective date.	
(m)	To adopt and enact Supplement Number 80 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.	
	ITEMS FOR INDIVIDUAL CONSIDERATION:	
	Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.	
	Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(1)	**Public Hearing and an Ordinance as requested in Zoning Case 2007-56 –**To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 588 so as to allow the additional use of Arcade on 1.1± acres of land located on the west side of U.S. Highway 75, 860± feet north of Plano Parkway in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: Amazing Jakes.	
(2)	**Public Hearing and an Ordinance as requested in Zoning Case 2007-57 –** To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 589 so as to allow the additional use of Day Care Center on 0.5± acre of land located 100± feet west of N Avenue, 370± feet south of Plano Parkway in the City of Plano, Collin County, Texas, presently zoned Light Industrial-1; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: University of Gymnastics.	
	Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.	

MEMO

DATE: December 3, 2007

TO: Honorable Mayor and City Council
City Manager Muehlenbeck
City Secretary Zucco

FROM: Kristy Land, Assistant City Secretary

RE: Personnel Appointments - Worksession Meeting

The following appointments will be considered at the December 10, 2007 Council Meeting.

Executive Meeting	**Worksession Meeting**
No items to be discussed.	Global Advisory Committee – 2 Members Transition and Revitalization Commission – Interim Member and Chair (Pat Miner Resigned 11/07) Tax Increment Financing Reinvestment Zone No.1 Board – Chair Tax Increment Financing Reinvestment Zone No. 2 Board – Chair

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Discussion/Action Items for Future Council Agendas

2007

December 13 – City Employee Holiday Luncheon, Plano Centre, 11 a.m.

December 14 – Dedication of Officer Wes Hardy Community Room, Joint Use Facility, 2 p.m.

December 18
Mobility Report
DART Report

Public Hearing: Zoning Case 2007-55 - Request to amend Planned Development-185-Regional Commercial development standards on 14.8± acres located at the northeast corner of Parker Road and Dallas North Tollway. Zoned Planned Development-185-Regional Commercial. Tabled 10/19/07.

December 24 & 25 – Christmas & Winter Holidays

2008

January 1 – New Year's Day

January 14
Comprehensive Monthly Financial Report

Public Hearing: Comprehensive Plan Revision - Request to amend the Land Use and Transportation Elements of the Comprehensive Plan along with the Future Land Use Plan and Thoroughfare Plan maps

January 21 – MLK Holiday
MLK Leadership Breakfast, CCCC, 7:45 a.m.

January 28
Mobility Report
DART Report
Comprehensive Monthly Financial Report

February 11

February 21 – District 1 Roundtable, Plano Centre, 7 p.m.

Item III a

Updated 12/5/2007 3:10 PM

February 25
Mobility Report
DART Report
Comprehensive Monthly Financial Report

***March 4**

March 8 – 12 – NLC Congressional Cities Conference

***March 25**
Mobility Report
DART Report
Comprehensive Monthly Financial Report

3-Year Financial Forecast

April 14

April 28
Mobility Report
DART Report
Comprehensive Monthly Financial Report

May 10 – Election Day

May 12
Law Enforcement Memorial Service, 1 p.m.

May 20 – Canvass Day

May 26 – Memorial Day

May 27
Mobility Report
DART Report
Comprehensive Monthly Financial Report

June 5 – District 3 Roundtable, PSA StarCenter, 7 p.m.

June 25 – City Council Retreat

August 21 – District 4 Roundtable, PSA StarCenter, 7 p.m.

Revised

PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
NOVEMBER 27, 2007

COUNCIL MEMBERS
Pat Evans, Mayor
Sally Magnuson, Mayor Pro Tem
Jean Callison, Deputy Mayor Pro Tem
Shep Stahel
Scott Johnson
Loretta Ellerbe
Harry LaRosiliere
Lee Dunlap

STAFF
Thomas H. Muehlenbeck, City Manager
Frank Turner, Executive Director
Bruce Glasscock, Executive Director
Rod Hogan, Executive Director
Diane C. Wetherbee, City Attorney
Diane Zucco, City Secretary

Mayor Pro Tem Magnuson called the meeting to order at 5:05 p.m., Tuesday, November 27, 2007, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present. Council Member LaRosiliere arrived at 5:11 p.m. and Mayor Evans arrived at 5:45 p.m. Mayor Pro Tem Magnuson then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice and discuss Litigation, Section 551.071, and to discuss Personnel, Section 551.074, for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Evans reconvened the meeting back into the Preliminary Open Meeting at 6:24 p.m. in the Council Chambers where the following matters were discussed and all Council Members were present:

Consideration and Action Resulting from Executive Session Discussion

No items were brought forward for consideration

Personnel Appointments

Cultural Affairs Commission - Global Advisory Committee

The Council deferred appointments.

Comprehensive Monthly Financial Report

Finance Director McGrane spoke regarding the month of October 2007 being the first month of the fiscal year, the General Fund being slightly above where it was last year, a slight increase in unemployment and stated that sales tax received was down. He advised that Staff will monitor sales tax and report back regarding their findings and to total sales being up for the Thanksgiving weekend. Mr. McGrane spoke to the decline in single-family housing starts with an increase in the value of new homes. He spoke to the decline in water/sewer bills and increase in hotel/motel taxes. Mr. McGrane spoke to that portion of investments related to the home lending industry and TexPool (a government investment pool). He spoke to problems related to the Florida investment pool and advised that Staff will monitor TexPool over the next several months. Mr. McGrane spoke regarding the annual portfolio yield, maturity schedule and to a January bond sale. He responded to City Manager Muehlenbeck regarding the effect an adjustment by the Federal Reserve would have on the upcoming bond sale, but advised that he did not have serious concerns regarding the effect of the sub-prime market.

Mobility Report

Transportation Engineering Manager Neal spoke regarding the status of yellow-light timing on traffic signals and advised that drivers quickly adapt to changes. He spoke to the City's policy following that of the Institute of Traffic Engineers, review of locations every three years and work with the Police Department to determine configuration and timing. Mr. Neal spoke to signs and markings in place, review of collision history to reveal possible improvements and the move by the legislature to utilize Plano's strategy in their red-light camera information. He responded to City Manager Muehlenbeck, stating that vehicles are not permitted to enter an intersection on a red light.

Mr. Neal spoke to the calculation of yellow time by determining reaction time and stopping distance, the use of "all red time," variables in addressing each intersection and implementation of no yellow time greater than six seconds or less than three seconds. He responded to the Council regarding "all red time" allowing for traffic to clear the intersection and advised Council Member Ellerbe that Staff will be meeting with the Plano Independent School District regarding the parking of cars along residential streets surrounding schools during drop-off and pick-up times. Mr. Neal responded to Council Member Stahel, stating that Staff is addressing problems regarding the Barron Elementary school zone.

Council Items for Discussion/Action on Future Agendas

No items were discussed.

Consent Agenda

Council Member Dunlap advised that he would be stepping down on Consent Agenda Item "B," Bid No. 2007-230-B for Alley Reconstruction Prairie Creek to Jim Bowman Construction, L.P., in the amount of $321,714 due to a possible conflict of interest.

a2

Council Reports

Council Member Ellerbe spoke to Mayor Evans receiving the 2007 Women in Municipal Government Leadership Award at the National League of Cities Conference. Mayor Evans spoke to the MP3 Program receiving the Gold Award.

Council Member Stahel advised regarding his Vice Chair position on the City Futures Economic Development Council.

Nothing further was discussed. Mayor Evans adjourned the Preliminary meeting at 6:56 p.m..

Pat Evans, Mayor

Sally Magnuson, Mayor Pro Tem

ATTEST:

Diane Zucco, City Secretary

PLANO CITY COUNCIL
November 27, 2007

COUNCIL MEMBERS
Pat Evans, Mayor
Sally Magnuson, Mayor Pro Tem
Jean Callison, Deputy Mayor Pro Tem
Shep Stahel
Scott Johnson
Loretta L. Ellerbe
Harry LaRosiliere
Lee Dunlap

STAFF
Thomas H. Muehlenbeck, City Manager
Frank Turner, Executive Director
Bruce Glasscock, Executive Director
Rod Hogan, Executive Director
Diane C. Wetherbee, City Attorney
John Gilliam, First Assistant City Attorney
Diane Zucco, City Secretary

Mayor Evans convened the Council into the Regular Session on Tuesday, November 27, 2007, at 7:09 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

The invocation was led by Reverend Alice Coder of First United Methodist Church of Plano.

The Pledge of Allegiance was led by the Bear Den - Pack 1225 of Jackson Elementary.

SPECIAL RECONGITIONS AND PROCLAMATIONS

Mayor Evans presented a Special Recognition for Shannon Lee, 2007 Davidson Fellow. Mayor Evans and City Council recognized City Manager Thomas Muehlenbeck for 20 years of service to the City of Plano.

OATHS OF OFFICE

Mayor Evans administered oaths of office to incoming members of the boards and commissions.

COMMENTS OF PUBLIC INTEREST

No one appeared to speak.

CONSENT AGENDA

Upon the request of Council Member Dunlap, Consent Agenda Item "B," was removed for individual consideration due to a possible conflict of interest.

Upon a motion made by Council Member Stahel and seconded by Council Member LaRosiliere, the Council voted 8-0 to approve and adopt all remaining items on the Consent Agenda as recommended and as follows:

Approval of Minutes [Consent Agenda Item (A)]

November 12, 2007

Approval of Expenditures

Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)

Bid No. 2007-156-C for Water Line Replacement & Fire Hydrant Rehabilitation to Texas Water Products, Inc. in the amount of $190,484. [Consent Agenda Item (C)] (Exhibit "A")

Bid No. 2007-229-B for Shady Brook Trail at Spring Creek Parkway to JRJ Paving, LP in the amount of $421,700. This project will complete the trail from Midway Road to the western boundary of the City. [Consent Agenda Item (D)] (Exhibit "B")

Ratification of Proposal

Proposal No. 2007-227-C for CSP for Design and Production of the City of Plano Environmental Calendar to Best Press for an annual contract in the amount of $52,000 with three optional one-year renewals. [Consent Agenda Item (E)]

Purchase from Existing Contract/Agreement: (Purchase of products/services through Cooperative Purchasing Interlocal Contract with another governmental/quasi-governmental agency or an additional purchase from current City of Plano annual purchase agreement).

To approve the purchase of one Mack Tandem Dump Truck (GU713) in the amount of $113,500 from Dallas Mack Sales, L.P. through an existing contract/agreement with Texas Association School Buyboard Purchase Program, and authorizing the City Manager to execute all necessary documents. (#281-07). [Consent Agenda Item (F)]

To approve the purchase of six Toyota Prius Hybrid Sedans in the amount of $130,191 from Philpott Motors, Inc. through an existing contract/agreement with TBPC State Contract and authorizing the City Manager to execute all necessary documents. (071-04-25800-4). [Consent Agenda Item (G)]

To approve the purchase of twelve Ford Escape Hybrids in the amount of $295,188 from Philpott Motors, Inc. through an existing contract/agreement with TBPC State Contract and authorizing the City Manager to execute all necessary documents. (071-80-56100-8). [Consent Agenda Item (H)]

To approve the purchase of three Ford Crown Victoria Police Interceptors in the amount of $64,170 from Philpott Motors, Inc. through an existing contract/agreement with Tarrant County Joint Venture Contract and authorizing the City Manager to execute all necessary documents. (1-4) [Consent Agenda Item (I)]

To approve the purchase and installation of playground equipment for Wagon Wheel Park, Sante Fe Trail, and Arrowhead Park through PISD Contract (2006-77-I/PISD 3693) in the amount of $192,040; and authorizing the City Manager to execute all necessary documents. [Consent Agenda Item (J)]

Approval of Change Order

To Jacobs Civil, Inc., increasing the Professional Services Contract by $55,065 for the Parker Road and US 75 Interchange Plans, Specifications & Estimates. Contract Modification No. 2 is for additional engineering and landscape design services necessary to complete the construction documents. [Consent Agenda Item (K)]

Adoption of Resolutions

Resolution No. 2007-11-24(R): To approve the terms and conditions of an agreement by and between the City of Plano and Boys & Girls Clubs of Collin County, Inc., to occupy and use a portion of the Douglass Community Center to provide recreation and education programs to Collin County youth; and authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (L)]

Resolution No. 2007-11-25(R): To approve the terms and conditions of Funding Agreements between the City of Plano, Texas, and various special event sponsorship grants; authorizing the City Manager to execute such agreements with these organizations, and providing an effective date. [Consent Agenda Item (M)]

Resolution No. 2007-11-26(R): To approve the terms and conditions of an Interlocal Cooperation Agreement for Library Services by and between the City of Plano and Denton County, Texas providing the terms and conditions for receipt of funding in the amount of $11,200 from Denton County; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date. [Consent Agenda Item (N)]

Resolution No. 2007-11-27(R): To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano and North Texas Municipal Water District (NTMWD) for the design and construction of a wastewater force main in conjunction with Plano's Chaparral Road Widening Project; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (O)]

Resolution No. 2007-11-28(R): To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano and the City of Allen, Texas, concerning improvements to Alma Drive from Rowlett Creek to Tatum Drive, authorizing its execution by the City Manager and providing an effective date. [Consent Agenda Item (P)]

Resolution No. 2007-11-29(R): To approve a purchase of GIS maintenance expenses as designated in Quotation No. 25275847 in the total amount of $56,900 from ESRI, a sole source supplier of such equipment; authorizing the City Manager to execute any and all documents necessary to effectuate such purchase; and providing an effective date. [Consent Agenda Item (Q)]

Resolution No. 2007-11-30(R): To approve and authorize the refunds of Property Tax Overpayments; and providing an effective date. [Consent Agenda Item (R)]

Resolution No. 2007-11-31(R): To approve the terms and conditions of an Economic Development Program Agreement by and between the City of Plano, Texas, and Krypton Solutions, LLC., a Texas Limited Liability Corporation, to promote state and local economic development and to stimulate business and commercial activity in the City and County, and authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (S)]

Resolution No. 2007-11-32(R): To approve the terms and conditions of an Economic Development Program Agreement by and between the City of Plano, Texas, and Opteconn LP dba Optical Cabling Systems, a Texas Limited Partnership, to promote state and local economic development and to stimulate business and commercial activity in the City and County, and authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (T)]

Resolution No. 2007-11-33(R): To approve the terms and conditions of an Economic Development Program Agreement by and between the City of Plano, Texas, and Future Wei Technologies Inc., a Texas Corporation, d/b/a Huawei Technologies (USA) to promote state and local economic development and to stimulate business and commercial activity in the City and County, and authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (U)]

Resolution No. 2007-11-34(R): To approve the terms and conditions of an Economic Development Program Agreement by and between the City of Plano, Texas, and GlobalTec Solutions, LLP, a Texas Limited Liability Partnership, to promote state and local economic development and to stimulate business and commercial activity in the City and County, and authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (V)]

Adoption of Ordinances

Resolution No. 2007-11-35: To approve the terms and conditions of a Boundary Adjustment Agreement by and between the City of Plano, Texas, the City of Carrollton, Texas, and the Town of Hebron, Texas, to set the future City limit boundaries and to adjust existing boundaries; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (W)]

Resolution No. 2007-11-36: To provide for the Ad Valorem Taxation of Tangible Personal Property in transit or "super freeport" goods pursuant to Section 11.253 of the Texas Tax Code; providing a severability clause; providing a repealer clause; authorizing the City Manager to execute any and all necessary documents; and providing for an effective date. [Consent Agenda Item (X)]

Resolution No. 2007-11-37: To determine the public use, need and necessity for the acquisition of fee simple title to a 0.044 acre (1,930 square feet) tract of land out of the Hezikia Douglas Survey, Abstract No. 272, addressed as 2500 East Plano Parkway, generally located at the southeast corner of Jupiter Road and Plano Parkway, in the City of Plano, Collin County, Texas, for a right turn lane from Jupiter Road onto Plano Parkway in the City of Plano, Collin County, Texas, authorizing the City Attorney to file proceedings in eminent domain to acquire the needed real property; and providing an effective date. [Consent Agenda Item (Y)]

Resolution No. 2007-11-38: To determine the public use, need and necessity for the acquisition of fee simple title to a 0.0193 acre (842 square feet) tract of land out of the John M. Salmon Survey, Abstract No. 814, generally located at the southeast corner of Ozark Drive and US 75, in the City of Plano, Collin County, Texas, for street right-of-way in the City of Plano, Collin County, Texas, authorizing the City Attorney to file proceedings in eminent domain to acquire the needed real property; and providing an effective date. [Consent Agenda Item (Z)]

Resolution No. 2007-11-39: To determine the public use, need and necessity for the acquisition of fee simple title to a 0.058 acre (2,535 square feet) tract of land out of the John M. Salmon Survey, Abstract No. 814, generally located at the northeast corner of Ozark Drive and US 75, in the City of Plano, Collin County, Texas, for street right-of-way in the City of Plano, Collin County, Texas, authorizing the City Attorney to file proceedings in eminent domain to acquire the needed real property; and providing an effective date. [Consent Agenda Item (AA)]

END OF CONSENT

Due to a possible conflict of interest, Council Member Dunlap stepped down from the bench on the following item.

Bid No. 2007-230-B for Alley Reconstruction Prairie Creek to Jim Bowman Construction, L.P., in the amount of $321,714. This project consists of reconstruction of the alley east of Cloister Way from 15th Street north to Regal Drive and the Knollwood Drive alley from Prairie Creek Drive to the alley "T" by Meadowbrook Drive. [Consent Agenda Item (B)] (Exhibit "C")

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Bid No. 2007-230-B (Cont')

Upon a motion made by Council Member Stahel and seconded by Mayor Pro Tem Magnuson, the Council voted 7-0 to approve Bid No. 2007-230-B for Alley Reconstruction Prairie Creek to Jim Bowman Construction, L.P., in the amount of $321,714.

Council Member Dunlap resumed his place at the bench.

Public Hearing and adoption of Ordinance No. 2007-11-40: To designate a certain area within the City of Plano as Reinvestment Zone No. 110 for a tax abatement consisting of a 4.144 acre tract of land located approximately at the northeast corner of Summit Avenue and Plano Parkway, in the City of Plano, Texas establishing the boundaries of such zone; ordaining other matters relating thereto; and providing an effective date. [Regular Agenda Item (1)]

Director of Finance McGrane spoke to the requirement for a Public Hearing and advised that Krypton Solutions, LLC will be occupying 30,000 square feet and add 31 new jobs. He spoke to $2.1 in real property and $100,000 in business personal property with the abatement for ten years at 50% on both.

Mayor Evans opened the Public Hearing. No one appeared to speak either for or against the request. The Public Hearing was closed.

Upon a motion made by Council Member Ellerbe and seconded by Mayor Pro Tem Magnuson, the Council voted 8-0 to designate a certain area within the City of Plano as Reinvestment Zone No. 110 for a tax abatement consisting of a 4.144 acre tract of land located approximately at the northeast corner of Summit Avenue and Plano Parkway, in the City of Plano, Texas establishing the boundaries of such zone; ordaining other matters relating thereto; and providing an effective date; and further to adopt Ordinance No. 2007-11-40.

Resolution No. 2007-11-41(R): To approve the terms and conditions of an Agreement by and between the City of Plano, and Krypton Solutions, LLC., a Texas corporation, and providing for a business personal property and real property tax abatement, and authorizing its execution by the City Manager and providing an effective date. [Regular Agenda Item (2)]

Upon a motion made by Council Member Johnson and seconded by Council Member LaRosiliere the Council voted 8-0 approve the terms and conditions of an agreement by and between the City of Plano, and Krypton Solutions, LLC., a Texas corporation, and providing for a business personal property and real property tax abatement, and authorizing its execution by the City Manager and providing an effective date; and further to adopt Resolution No. 2007-11-41(R).

Public Hearing and adoption of Ordinance 2007-11-42 as requested in Zoning Case 2007-47 – To repeal in its entirety Ordinance No. 99-4-15; thereby rescinding Specific Use Permit No. 165 for the additional use of Private Club on one lot on 0.9± acre of land located on the east side of U.S. Highway 75, 808± feet north of Parker Road in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano. [Regular Agenda Item (3)]

Director of Planning, Jarrell stated this zoning request and the following seven pertain to the recession of Private Club Permits that were granted to restaurants for the sale of alcohol. She additionally stated that all of the restaurants have made the transition to Mixed Beverage Permits and no longer need the Specific Use Permit. Ms. Jarrell stated the Planning and Zoning Commission has recommended approval of all cases as submitted.

Mayor Evans opened the Public Hearing. No one spoke either for or against the request. The Public Hearing was closed.

Upon a motion made by Council Member LaRosiliere and seconded by Council Member Johnson, Council voted 8-0 to repeal in its entirety Ordinance No. 99-4-15; thereby rescinding Specific Use Permit No. 165 for the additional use of Private Club on one lot on 0.9± acre of land located on the east side of U.S. Highway 75, 808± feet north of Parker Road in the City of Plano, Collin County, Texas, as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2007-47 and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance 2007-11-42.

Public Hearing and adoption of Ordinance 2007-11-43 as requested in Zoning Case 2007-48 – To repeal in its entirety Ordinance No. 93-10-23; thereby rescinding Specific Use Permit No. 176 for the additional use of Private Club on one lot on 0.1± acre of land located on the west side of U.S. Highway 75, 838± feet north of Parker Road in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano. [Regular Agenda Item (4)] (Planning and Zoning Commission recommend approval as submitted and as referenced in Regular Item 3)

Mayor Evans opened the Public Hearing. No one spoke either for or against the request. The Public Hearing was closed.

Ordinance 2007-11-43 (Cont')

Upon a motion made by Council Member LaRosiliere and seconded by Council Member Ellerbe, Council voted 8-0 to repeal in its entirety Ordinance No. 93-10-23; thereby rescinding Specific Use Permit No. 176 for the additional use of Private Club on one lot on 0.1± acre of land located on the west side of U.S. Highway 75, 838± feet north of Parker Road in the City of Plano, Collin County, Texas, as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2007-48; and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance 2007-11-43.

Public Hearing and adoption of Ordinance 2007-11-44 as requested in Zoning Case 2007-49 – To repeal in its entirety Ordinance No. 2001-2-17; thereby rescinding Specific Use Permit No. 178 for the additional use of Private Club on one lot on 0.1± acre of land located on the west side of U.S. Highway 75, 1,450± feet south of 15th Street in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano. [Regular Agenda Item (5)] (Planning and Zoning Commission recommend approval as submitted and as referenced in Regular Item 3)

Mayor Evans opened the Public Hearing. No one spoke either for or against the request. The Public Hearing was closed.

Upon a motion made by Council Member Dunlap and seconded by Council Member LaRosiliere, Council voted 8-0 to repeal in its entirety Ordinance No. 2001-2-17; thereby rescinding Specific Use Permit No. 178 for the additional use of Private Club on one lot on 0.1± acre of land located on the west side of U.S. Highway 75, 1,450± feet south of 15th Street in the City of Plano, Collin County, Texas, as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2007-49; and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance 2007-11-44.

Public Hearing and adoption of Ordinance 2007-11-45 as requested in Zoning Case 2007-50 – To repeal in its entirety Ordinance No. 91-4-35; thereby rescinding Specific Use Permit No. 182 for the additional use of Private Club on one lot on 2.0± acres of land located at the northeast corner of U.S. Highway 75 and Plano Parkway in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano. [Regular Agenda Item (6)] (Planning and Zoning Commission recommend approval as submitted and as referenced in Regular Item 3)

Mayor Evans opened the Public Hearing. No one spoke either for or against the request. The Public Hearing was closed.

Upon a motion made by Council Member Dunlap and seconded by Council Member Johnson, Council voted 8-0 to repeal in its entirety Ordinance No. 91-4-35; thereby rescinding Specific Use Permit No. 182 for the additional use of Private Club on one lot on 2.0± acres of land located at the northeast corner of U.S. Highway 75 and Plano Parkway in the City of Plano, Collin County, Texas, as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2007-50; and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance 2007-11-45.

Public Hearing and adoption of Ordinance 2007-11-46 as requested in Zoning Case 2007-51 – To repeal in its entirety Ordinance No. 93-1-20; thereby rescinding Specific Use Permit No. 201 for the additional use of Private Club on one lot on 0.1± acre of land located on the west side of U.S. Highway 75, 393± feet north of Enterprise Drive in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano. [Regular Agenda Item (7)] (Planning and Zoning Commission recommend approval as submitted and as referenced in Regular Item 3)

Mayor Evans opened the Public Hearing. No one spoke either for or against the request. The Public Hearing was closed.

Ordinance 2007-11-46 (Cont')

Upon a motion made by Council Member Ellerbe and seconded by Deputy Mayor Pro Tem Callison, Council voted 8-0 to repeal in its entirety Ordinance No. 93-1-20; thereby rescinding Specific Use Permit No. 201 for the additional use of Private Club on one lot on 0.1± acre of land located on the west side of U.S. Highway 75, 393± feet north of Enterprise Drive in the City of Plano, Collin County, Texas, as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2007-51; and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance 2007-11-46.

Public Hearing and adoption of Ordinance 2007-11-47 as requested in Zoning Case 2007-52 – To repeal in its entirety Ordinance No. 92-7-31; thereby rescinding Specific Use Permit No. 202 for the additional use of Private Club on one lot on 0.1± acre of land located at the northwest corner of Parker Road and Silverstone Drive in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano. [Regular Agenda Item (8)] (Planning and Zoning Commission recommend approval as submitted and as referenced in Regular Item 3)

Mayor Evans opened the Public Hearing. No one spoke either for or against the request. The Public Hearing was closed.

Upon a motion made by Council Member LaRosiliere and seconded by Council Member Johnson, Council voted 8-0 to repeal in its entirety Ordinance No. 92-7-31; thereby rescinding Specific Use Permit No. 202 for the additional use of Private Club on one lot on 0.1± acre of land located at the northwest corner of Parker Road and Silverstone Drive in the City of Plano, Collin County, Texas, as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2007-52; and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance 2007-11-47.

Public Hearing and adoption of Ordinance 2007-11-48 as requested in Zoning Case 2007-53 – To repeal in its entirety Ordinance No. 95-7-18; thereby rescinding Specific Use Permit No. 204 for the additional use of Private Club on one lot on 1.5± acres of land located on the east side of U.S. Highway 75, 380± feet north of Plano Parkway in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano. [Regular Agenda Item (9)] (Planning and Zoning Commission recommend approval as submitted and as referenced in Regular Item 3)

Mayor Evans opened the Public Hearing. No one spoke either for or against the request. The Public Hearing was closed.

Upon a motion made by Mayor Pro Tem Magnuson and seconded by Council Member Johnson, Council voted 8-0 to repeal in its entirety Ordinance No. 95-7-18; thereby rescinding Specific Use Permit No. 204 for the additional use of Private Club on one lot on 1.5± acres of land located on the east side of U.S. Highway 75, 380± feet north of Plano Parkway in the City of Plano, Collin County, Texas, as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2007-53; and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance 2007-11-48.

Public Hearing and adoption of Ordinance 2007-11-49 as requested in Zoning Case 2007-54 – To repeal in its entirety Ordinance No. 92-10-22; thereby rescinding Specific Use Permit No. 205 for the additional use of Private Club on one lot on 1.9± acres of land located on the north side of 15th Street, 168± feet west of U.S. Highway 75 in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano. [Regular Agenda Item (10)] (Planning and Zoning Commission recommend approval as submitted and as referenced in Regular Item 3)

Mayor Evans opened the Public Hearing. No one spoke either for or against the request. The Public Hearing was closed.

Upon a motion made by Council Member Ellerbe and seconded by Council Member LaRosiliere, Council voted 8-0 to repeal in its entirety Ordinance No. 92-10-22; thereby rescinding Specific Use Permit No. 205 for the additional use of Private Club on one lot on 1.9± acres of land located on the north side of 15th Street, 168± feet west of U.S. Highway 75 in the City of Plano, Collin County, Texas, as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2007-54; and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance 2007-11-49.

There being no further discussion, Mayor Evans adjourned the meeting at 7:45 p.m.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, City Secretary

Exhibit "A" to 11-27-07 Minutes

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	11/27/07	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Public Works Administration / Michael Rapplean		Initials	Date
Department Head	Jimmy Foster	Executive Director		
Dept Signature:		City Manager		11/19/07
Agenda Coordinator (include phone #):	Margie Stephens (X4104)			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☒ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

Award/ Rejection of Bid/Proposal for Bid No. 2007-156-C Water Line Replacement & Fire Hydrant Rehabilitation to Texas Water Products, Inc. in the amount of $190,484.19 .

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	12,955	317,045	75,000	**405,000**
Encumbered/Expended Amount	-12,955	-2,200	0	**-15,155**
This Item	0	-190,484	0	**-190,484**
BALANCE	0	124,361	75,000	**199,361**

FUND(S): **WATER CIP**

COMMENTS: Funds are included in the 2007-08 Water CIP. This item, in the amount of $190,484, will leave a current year balance of $124,361 for the Fire Hydrants, Industrial Water Rehab, and Plano Park #8 projects. STRATEGIC PLAN GOAL: Water line replacement & fire hydrant rehabilitation relate to the City's Goals of Livable and Sustainable Community.

SUMMARY OF ITEM

Staff recommends the bid of Texas Water Products, Inc. in the amount of $190,484.19 be accepted as the lowest responsible bid conditioned upon timely execution of any necessary contract documents. This project is for the purchase of materials needed for the replacement and rehabilitation of water lines and fire hydrants at various locations throughout Plano.

This project will involve the addition of fire hydrants where existing spacing is in excess of 500 ft. It will also include the replacement of existing water mains and services to enhance the City's infrastructure. The locations have been determined by the Utility Operations staff who will also perform the work.

The secondary vendor being recommended is Metro Valve and Pipe in the amount of $202,093.85.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Bid Tabulation Location Maps	

REV 08/98

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	11/27/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Parks and Recreation		Initials	Date
Department Head	Don Wendell	Executive Director		
Dept Signature:	Don Wendell	City Manager		11/16/07
Agenda Coordinator (include phone #):	Susan Berger (7255)			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☒ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

Award/Rejection of Bid/Proposal and Conditional Acceptance for Bid No. 2007-229-B for Shady Brook Trail at Spring Creek Parkway to JRJ Paving, LP in the amount of $421,700.18.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	283,198	4,612,802	0	**4,896,000**
Encumbered/Expended Amount	-283,198	-216,150	0	**-499,348**
This Item	0	-421,700	0	**-421,700**
BALANCE	0	3,974,952	0	**3,974,952**

FUND(S): **PARK FEE & PARK IMPROVEMENT CIP**

COMMENTS: Funds are included in the 2007-08 Park Fee & Park Improvement CIP. This item, in the amount of $421,700, will leave a current year balance of $3,974,952 for the Trail Connections and Shady Brook Trail Projects.

STRATEGIC PLAN GOAL: Trail construction relates to the City's Goal of "Premier City in Which to Live."

SUMMARY OF ITEM

Staff recommends that the bid received from JRJ Paving, LP in the amount of $421,700.18 be accepted as the lowest responsible bid conditioned upon timely execution of any necessary contract documents.

The bid is below the consultant's estimate of $450,000 and the project budget of $450,000.
The base bid is for construction of a concrete recreational trail, grading, drainage improvements, soding, seeding, and erosion control on Shady Brook Trail. This project will complete the trail from Midway Road to the western boundary of the City. JRJ Paving, LP has successfully completed several park facility projects for the City.

In the event the low bidder cannot execute contract documents, staff recommends that the project be re-bid.

Funding is available from the 2007-08 Community Investment Program and the Park Fee Program.

REV 08/98

Exhibit "C" to 11-27-07 Minutes

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	11/27/07	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director		11/13/07
Dept Signature:		City Manager		11/15/07
Agenda Coordinator (include phone #):	Irene Pegues (7198)		Project No. 5624	

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☒ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

Award of Bid for Bid No. 2007-230-B for Alley Reconstruction Prairie Creek to Jim Bowman Construction, L.P., in the amount of $321,714.00.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	31,395	418,605	0	**450,000**
Encumbered/Expended Amount	-31,395	-10,625	0	**-42,020**
This Item	0	-321,714	0	**-321,714**
BALANCE	0	86,266	0	**86,266**

FUND(S): **STREET IMPROVEMENT CIP**

COMMENTS: Funds are included in the 2007-08 Street Improvement CIP. This item, in the amount of $321,714, will leave a current year balance of $86,266 for the Alley Reconstruction – Prairie Creek project:

STRATEGIC PLAN GOAL: Alley reconstruction relates to the City's Goal of Safe, Efficient Travel.

SUMMARY OF ITEM

Staff recommends bid of Jim Bowman Construction, L.P., in the amount of $321,714.00, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.

The second vendor being recommended is Santos Construction, Inc., in the amount of $327,873.50.

Engineer's estimate was $394,000.00.

The project consists of reconstruction of the alley east of Cloister Way from 15th Street north to Regal Drive and the Knollwood Drive alley from Prairie Creek Drive to the alley "T" by Meadowbrook Drive.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Bid Summary	N/A
Location Map	

EM\AGENDA2007:1127BOWMAN (VH)

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	12/10/07	Reviewed by Legal WS	☒ Yes	☐ Not Applicable
Department:	Purchasing		Initials	Date
Department Head	Mike Ryan	Executive Director		
Dept Signature:	Diane Palmer	City Manager		11/27/07
Agenda Coordinator (include phone #):	Dianna Wike Ext. 5512			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☒ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

Award/Rejection of Bid/Proposal for Bid No 2007-231-B for Municipal Center Cooling Tower Replacement to Powers MEP Engineering, Inc.., in the amount of $224,000.00.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	397,820	661,180	420,000	**1,479,000**
Encumbered/Expended Amount	-397,820	0	0	**-397,820**
This Item	0	-224,000	0	**-224,000**
BALANCE	0	437,180	420,000	**857,180**

FUND(S): CAPITAL RESERVE

COMMENTS: Funds are included in the 2007-08 Capital Reserve Fund. This item, in the amount of $224,000, will leave a current year balance of $437,180 for the Municipal Center project.

STRATEGIC PLAN GOAL: Cooling tower replacement relates to the City's Goals of "Premier City in Which To Live" and "Service Excellence".

SUMMARY OF ITEM

Staff recommends bid of Powers MEP Engineering, Inc. in the amount of $224,000.00 be accepted as the lowest responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This is for the purchase of Municipal Center Cooling Tower Replacement.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Bid Summary	

REV 08/98

b-1

CITY OF PLANO

BID NO. 2007-231-B
MUNICIPAL CENTER COOLING TOWER REPLACEMENT

BID RECAP

Bid opening Date/Time: November 8, 2007 @ 3:00pm

Number of Vendors Notified: 1088

Vendors Submitting "No Bids": 0

Number of Bids Submitted: **6**

Powers MEP Engineering, Inc.
Rushco Energy Specialists, Inc.
Berger Engineering Company
Federal Mechanical Systems, Inc.
DMI Corp. Decker Mechanical
Gulf Energy Systems, Inc.

Recommended Vendor(s):

Powers MEP Engineering, Inc. $224,000.00

Dianna Wike November 27, 2007

Dianna Wike, Buyer Date

b-2

Dianna Wike

From: Rita Talley
Sent: Wednesday, November 21, 2007 9:38 AM
To: Dianna Wike
Cc: Bill Morris; Diane Palmer; Melody Morgan; Bruce Shaulis; Elizabeth Dorrance
Subject: Bid #2007-231-B

MEMORANDUM

TO: Dianna Wike, Buyer II

FROM: Richard Medlen, Facilities Maintenance Superintendent

DATE: November 21, 2007

SUBJECT: BID #2007-231-B MUNICIPAL CENTER COOLING TOWER REPLACEMENT

I have reviewed the bids submitted for the Municipal Center Cooling Tower Replacement. I recommend that Powers MEP Engineering, Inc be awarded the bid based on their lowest responsive, responsible bid in the amount of $224,000.

The funding for the project is in capital reserve account #54424, and Melody Morgan will provide the financial summary worksheet.

Please contact me if you have any questions.

/rmt

Cc: Bill Morris, Facilities Manager
Diane Palmer, Purchasing Manager
Melody Morgan, CIP Budget Coordinator
Bruce Shaulis, Facilities Maint. Operations Supervisor
Elizabeth Dorrance, Budget Analyst II

b-3

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	12/10/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Technology Services		Initials	Date
Department Head	David Stephens	Executive Director		
Dept Signature:		City Manager		11.30.07
Agenda Coordinator (include phone #):	Amy Powell Ext. 7342			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☒ OTHER EXISTING CONTRACT

CAPTION

Purchase from an existing Contract/Agreement to authorize the purchase of maintenance support for network infrastructure switches in the amount of $156,356 from InterNetwork Experts through a Department of Information Resources (DIR) Contract, and authorizing the City Manager or his designee to execute all necessary documents. (DIR-SDD-239)

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

2007-08 FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	2,599,143	0	**2,599,143**
Encumbered/Expended Amount	0	-493,702	0	**-493,702**
This Item	0	-156,356	0	**-156,356**
BALANCE	**0**	**1,949,085**	**0**	**1,949,085**

FUND(S): TECHNOLOGY SERVICES FUND (066)

COMMENTS: Funds are included in the 2007-08 Technology Services budget for maintenance on the Cisco switches. The remaining balance will be used throughout the year for other maintenance agreements.

STRATEGIC PLAN GOAL: Network switches and other infrastructure support services relate to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Technology Services recommends Council approve an expenditure of $156,356 to InterNetwork Experts through the Department of Information Resources (DIR) for maintenance support on network infrastructure switches. The City is authorized to purchase from the State Contract List pursuant to Section 271 Subchapter D of the Local Government Code, and by doing satisfies any State Law requiring the local government to seek competitive bids for items. (DIR-SDD-239).

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Memo , Quote	

Interoffice Memo

Date: 11/26/07

To: David Stephens, Director Technology Services

Cc:

From: Chester M. Helt, Infrastructure Manager

RE: Cisco Switch Maintenance

We are recommending that the attached Cisco Maintenance be acquired as listed in the attached document from Internetwork Experts. This maintenance is for a one year term and provides us on-site support for our Cisco Equipment should we have any hardware outages.

We are recommending purchasing this maintenance from Internetworking Experts from their State of Texas contract DIR No. SDD-239 for the amount of $ 156,355.87.

C-2

INX InterNetwork Experts

CISCO SYSTEMS
PARTNER
GOLD CERTIFIED

Go DIRect

Contract Number DIR-SDD-239

INX, Inc.
1955 Lakeway Drive
Suite 220
Lweisville, TX 75057
CISV# 1-76-051-5249-906

From: Traci Chrisman
Phone: 469-549-3841
FAX: 469-549-3871
tchrisman@inxi.com

Cisco Maintenance Pricing Summary

1431340	SNT Contract DIR Renewal Price	$	39,816.82
1501956	SNTP Contract DIR Renewal Price	$	95,846.08
2597416	SAS Contract DIR Renewal Price	$	13,204.54
2787071	SU3 Contract DIR Renewal Price	$	7,419.98
3550569	SAU Contract DIR Renewal Price	$	68.45
	Total Renewal Price:	$	156,355.87

C-3

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	12/10/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director		12/03/07
Dept Signature:		City Manager		12/4/07
Agenda Coordinator (include phone #):	IrenePegues (7198)			(Project No. 5623)

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☒ AWARD OF CONTRACT ☐ OTHER

CAPTION

Approval of contract to approve the terms and conditions of an engineering services contract by and between the City of Plano and Nathan D. Maier Consulting Engineers, Inc., in the amount of $255,040, for the 15th Street-Avenue G to US 75 project; and authorizing the City Manager or his designee to execute all necessary documents. (RFP No. 2006-236-B)

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	23,280	476,720	1,000,000	**1,500,000**
Encumbered/Expended Amount	-23,280	0	0	**-23,280**
This Item	0	-255,040	0	**-255,040**
BALANCE	0	221,680	1,000,000	**1,221,680**

FUND(S): STREET IMPROVEMENT CIP

COMMENTS: Funds are included in the 2007-08 Street Improvement CIP. This item, in the amount of $255,040, will leave a current year balance of $221,680 for the 15th Street – Avenue G to US 75 project.

STRATEGIC PLAN GOAL: Engineering design services for street reconstruction relate to the City's Goal of Safe, Efficient Travel.

SUMMARY OF ITEM

This agreement with Nathan D. Maier Consulting Engineers, Inc. is for engineering design for the 15th Street - Avenue G to US 75 Project. The contract fee is for $255,040.00 and is detailed as follows:

Survey	$ 41,360.00
Engineering Design	$130,103.00
Construction Phase Services	$ 8,387.00
Sub consultants	$ 68,250.00
Reimbursables	$ 6,940.00
TOTAL	$255,040.00

Funding is available from the Street Improvement Community Investment Program. Staff feels the fee is reasonable for this project estimated to cost $2,000,000.00.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Engineering Services Agreement	N/A
Location Map	

EM\AGENDA2007:121015thStrAvenueGtoUS75

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15TH STREET – AVENUE G TO US 75

PROJECT NO. 5623

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **NATHAN D. MAIER CONSULTING ENGINEERS, INC.**, a **TEXAS** Corporation, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

W I T N E S S E T H:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **15TH STREET – AVENUE G TO US 75** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering services for the City upon the terms and conditions provided herein.

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Engineer

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. Scope of Services

The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City.

III. Schedule of Work

The Engineer agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the

reasonable control of Engineer, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. DBE/HUB PARTICIPATION

Engineer shall meet the 20% participation goal established by the Texas Department of Transportation ("TxDOT") for Disadvantaged Business Enterprises and Historically Underutilized Businesses ("DBE/HUB") in the performance of this Contract. If Engineer does not satisfy this goal in its performance of this Contract, Engineer shall document in writing all good faith efforts made to comply with this goal.

V. Compensation and Method of Payment

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto and incorporated herein as Exhibit "C". The contract amount specified in Exhibit "C" shall not be exceeded without the written permission of the City.

VI. Information to be Provided by the City

The City agrees to furnish, prior to commencement of work, all that information requested by Engineer and available in City's files.

VII. Insurance

Engineer agrees to meet all insurance requirements, and to require all consultants who perform work for Engineer to meet all insurance requirements, as set forth on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

VIII. Indemnity

Engineer shall release, defend, indemnify and hold City and its officers, agents and employees harmless from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the services provided by Engineer and to the extent caused by the negligent act or omission or intentional wrongful act or omission of Engineer, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Engineer is legally responsible (hereinafter "Claims"). Engineer is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to approve defense counsel to be retained by Engineer in fulfilling its obligation hereunder to defend and indemnify City,

unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Engineer's obligation to defend City or as a waiver of Engineer's obligation to indemnify City pursuant to this Agreement. Engineer shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Engineer fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Engineer shall be liable for all costs incurred by City.

IX. Independent Contractor

Engineer covenants and agrees that Engineer is an independent contractor and not an officer, agent, servant or employee of City; that Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

X. Assignment and Subletting

The Engineer agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

XI. Audits and Records/Prohibited Interest

The Engineer agrees that at any time during normal business hours and as often as City may deem necessary, Engineer shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one (1) year from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Engineer agrees that it is aware of the prohibited interest requirements of the City Charter and Code of Conduct and will abide by the same. Further, a lawful representative of Engineer shall execute the affidavit shown in Exhibit "E". Engineer

understands and agrees that the existence of a prohibited interest during the term of this contract will render the contract voidable.

XII. Contract Termination

The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Engineer. In the event of such termination, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

XIII. Engineer's Opinion of Probable Construction Costs

The parties recognize and agree that any and all opinions of probable construction costs prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that any bids solicited or received in connection with the Project will not vary from opinions prepared by Engineer.

XIV. Ownership of Documents

Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article XI, Engineer will revise drawings to reflect changes made during construction and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

XV. Complete Contract

This Agreement, including the Exhibits lettered "A" through "E", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XVI. Mailing of Notices

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Plano
Engineering Department
P.O. Box 860358
Plano, TX 75086-0358

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

Nathan D. Maier Consulting Engineers, Inc.
8080 Park Lane, Suite 600
Dallas, Texas 75231
Attn: Brian J. LaFoy, P.E., Vice President

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XVII. Miscellaneous

A. Paragraph Headings:

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Contract Interpretation:

Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

C. Venue/Governing Law:

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. Exclusive venue shall lie in Collin County, Texas.

D. Successors and Assigns:

City and Engineer, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability:

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date:

This Agreement shall be effective from and after execution by both parties hereto.

SIGNED on the date indicated below.

NATHAN D. MAIER CONSULTING ENGINEERS, INC.
A Texas Corporation

DATE: _____ BY: _____
Jean Maier Dean, P.E., PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____ BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

_____
Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2007, by **JEAN MAIER DEAN, P.E., PRESIDENT,** of **NATHAN D. MAIER CONSULTING ENGINEERS, INC.**, a **TEXAS** corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2007, by **THOMAS H. MUEHLENBECK, CITY MANAGER,** of the **CITY OF PLANO**, **TEXAS,** a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

_____
Notary Public, State of Texas

EXHIBIT A
SCOPE OF TECHNICAL SERVICES
FOR
15TH STREET – AVENUE G TO US 75
PROJECT NO. 5623
CITY OF PLANO, TEXAS

This document describes the engineering services authorized by the City of Plano, Texas (City), for Nathan D. Maier Consulting Engineers, Inc., Dallas, Texas (Engineer), to proceed with on the above project.

PROJECT DESCRIPTION:

The project consists of the design and preparation of construction documents for the reconstruction of 15th Street from Avenue G to SH 75. The roadway will be reconfigured to accommodate pedestrian and bicycle traffic by use of either an in section bicycle lane or a separate shared bicycle/pedestrian path from Avenue G to the existing trail at Spring Creek. Realignment of the intersection at SH75 will be required to improve movements through the intersection. The design shall include replacement of existing water lines and services and replacement of wastewater services from the main to the property line. Amenities will include brick sidewalks, new street lighting, street trees, and an irrigation system for the trees necessary to meet the Downtown Business/Government District requirements.

The project will include right-of-way and easement acquisition. The Engineer shall prepare the right-of-way map, field notes, and parcel plats for the acquisition of the right-of-way and easements. The City will acquire the right-of-way and easements.

The project involves TxDOT funds and as such will have to meet all requirements as set forth in the publication "Local Government Project Procedures-Project Development and Engineering Design" and "Local Government Project Procedures for Highway Construction and Related Projects". A project design report will be necessary as will a schematic design and environmental report. FHWA will also review the project documents.

The Engineer shall perform the necessary engineering and related technical services for the Basic Design and Construction Phase Services, including any necessary Special Services for the development of this project according to the following sections of this agreement.

BASIC SERVICES:

A. Research and Data Collection –

1. Meet with City of Plano engineering and park staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other information available for the project area.
2. Meet with the City of Plano project manager and conduct an on-site review and walk through.
3. Meet with TXDOT to review their criteria for the project.

B. Design Survey –

1. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation.
3. Tie right-of-way lines and corners, property lines and corners, buildings, fence lines, trees 4-inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. ONCOR electric and Gas, Verizon Telephone, City of Plano Communications, Etc.).
4. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design.
5. Provide roadway cross sections at fifty-foot (50') intervals relative to the project base line. Cross sections are for the project design review and quantity takeoffs and may not be part of the final construction plan set.
6. Produce a right-of-way strip map showing existing right-of-way and any acquisitions needed to construct the project.
7. When underground utilities are exposed, tie to project control baseline.
8. Identify the street address of all adjacent properties to the proposed construction and show on drawings.

C. Design Schematic –

1. Prepare a proposed horizontal alignment with associated profile grade alignment in conformance with TxDOT's Roadway Design Manual.

2. Establish which design standards will be used.
3. Submit the schematic to TxDOT for approval after approval by the City.
4. Prepare hike and bicycle route schematic showing two alternate treatments of the bicycle lane incorporated into the roadway design prior to final schematic design.

D. Right-of-way and Easement Requirements –

1. Prepare a preliminary list of right-of-way parcels and easements necessary to construct the project (if any). Submit to the City as soon as possible and prior to preliminary plan submittal.
2. Meet with City staff to determine easement and right-of-way requirements for preparation of field notes and exhibits.

E. Environmental Studies –

1. Prepare environmental assessment, anticipating a Finding of No Significant Impact (FONSI) or Categorical Exclusion (Cat X), conforming to TxDOT requirements.
2. Perform air quality and noise analysis.
3. Field surveys and research and approvals for Haz-Mat, cultural resources, biology, and environmental justice.
4. Participate in all required Public Meetings.

F. Preliminary Design –

1. Prepare preliminary construction plans. Prepare the following sheets at the engineering scale indicated for the street reconstruction plans:

   - Cover sheet.
   - Project layout control sheets. Scale 1"=100'.
   - Quantity sheet.
   - Typical sections and detail sheets.
   - Right-of-way strip map. Scale 1"=100'.
   - Construction phasing and temporary traffic control sheets, including temporary traffic signals. Scale 1"=40'.
   - Paving plan and profile sheets for street improvements and hike and bicycle lanes. Scale 1"=20'.
   - Drainage area maps for street improvements. Scale 1"=100'.
   - Storm Sewer improvement plan and profile sheets. Scale 1"=20'.

- SWPPP sheets meeting EPA and City requirements. Scale 1"=40'.
- Landscaping and irrigation plan sheets. Scale 1"=40'.
- Sidewalk layout sheets. Scale 1"=40'.
- Striping and signage plan sheets. Scale 1"=40'.
- Water plan & profile sheets. Scale 1" = 20'.
- Traffic Signal Plans.

Information required can be combined on sheets if the information can be clearly shown and is approved by the City of Plano project manager.

2. Coordinate with affected utilities such as sewer, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities.
3. Prepare outline of any special technical specifications needed for the project (if any).
4. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
5. Submit three sets of preliminary plans, outline of special technical specifications and preliminary statement of probable construction cost to the City for review.
6. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.
7. Distribute the preliminary plans and proposed schedule for bidding and start of construction to local utility companies to obtain information regarding impacts to their facilities. Copy City of Plano with all correspondence with franchise utilities.
8. Submit 60% design plans with the comments from the City's review incorporated into them to TxDOT for their review.

G. Final Design –

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Incorporate comments from TxDOT.
4. Show location of traffic signal bases, pull boxes and conduit on paving plans based on City design.
5. Show location of street light bases, pull boxes and conduit on paving plans based on City design.
6. Finalize construction plans for proposed improvements.
7. Finalize specifications and special conditions (if any).
8. Incorporate standard details into the construction plans and prepare additional details as required.

9. Take off final quantities and prepare final construction cost estimates.
10. Submit one set of pre-final plans, special specifications, draft bid schedule and final statement of probable construction cost to the City for review.
11. Incorporate final comments from the City into the plans and bid documents.
12. Submit three sets of final blue line prints, three bound copies of the bid documents and one unbound original bid document set to the City.
13. Attend a utility coordination meeting to start the relocation process with affected franchise utilities. Distribute copies of the final plans and proposed schedule for bid letting and construction to all affected franchise utilities.
14. Submit the following to TxDOT:
    - Final Design Report.
    - Complete set of plans and specifications including standard details, cost estimate, contract time calculations, right-of-way and utility certifications.
    - Approved environmental document.
    - Completed form 1002.
    - Design exceptions or waivers.

H. Bid Phase Services –

1. Assist the City staff in advertising for bids.
2. Furnish plans and specifications for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.
3. Furnish plans and bid documents for up to four plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
4. Assist City staff in conducting a pre-bid conference, if required.
5. Prepare and distribute addenda to bid documents as necessary.
6. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.
7. Provide bid tabulation to the City of Plano within four working days of the bid letting.
8. Evaluate the low and second low bidders. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.
9. Assist City staff in a pre-construction conference.
10. Furnish twelve (full size) and three half-size sets of final construction plans and six sets of the contract documents manual to the City for construction.

I. Construction Administration –

1. Provide written responses to requests for information or clarifications.
2. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one set of black line 24"x 36" drawings (with "Record Drawings" stamp) and a CD ROM disk containing scanned images of the 24" x 36" final "Record Drawings" blackline drawings (with "Record Drawings" stamp bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-specking, de-shading, de-skewing, etc). Each file shall be named in numeric order.

J. Construction Control Survey –

1. Set vertical control stakes for construction at 500' intervals, or a minimum of one at each end of the project.
2. Set horizontal control stakes for construction including PI's, PC's and PT's for paving, storm drains and utilities.

SPECIAL SERVICES:

A. Right-0f-way and Easement Surveying –

1. Prepare metes and bounds description and an 8-1/2" x 11" exhibit for right-of-way on a per tract basis. Deliver three (3) reviewed and approved originals to the City.
2. Prepare metes and bounds description and an 8-1/2" x 11" exhibit for permanent easements on a per tract basis. Deliver three (3) reviewed and approved originals to the City.
3. Prepare metes and bounds description and an 8-1/2" x 11" exhibit for temporary construction easements on a per tract basis. Deliver three (3) reviewed and approved originals to the City.
4. Set new iron pins at all new corners, PC's and PT's of new right-of-way.

EXHIBIT "B"
Project Schedule
For
15th Street - Avenue G to US 75
City of Plano, Texas
Project Number 5623

ID	TASK	DURATION (Working Days)	DURATION (Working Weeks)	Scheduled Finished Date	Actual Finished Date
1	Engineer's Notice to Proceed	1		1/2/2008	
2	Research and Data Collection	5	1	1/8/2008	
3	Design Survey	30	6	2/19/2008	
4	Design Schematic	45	9	4/22/2008	
5	City and TxDOT Review (Schematic)	160	32	12/2/2008	
6	Right-of-way and Easement Documents	35	7	1/19/2009	
7	Environmental Studies	155	31	9/29/2008	
8	City and TxDOT Review (Environmental)	40	8	8/4/2008	
9	Preliminary Design (60%)	60	12	2/24/2009	
10	City's First Review	15	3	3/17/2009	
11	TxDOT Review	15	3	3/17/2009	
12	Final Design (95%)	30	6	4/28/2009	
13	City's Second Review	15	3	5/19/2009	
14	Revise Final Plans & Specifications (100%)	45	9	7/21/2009	
15	City's Final Review	15	3	8/11/2009	
16	TxDOT Review	15	3	8/11/2009	
17	Advertise For and Receive Bids	10	2	8/25/2009	
18	Recommend Award	5	1	9/1/2009	
19	Prepare Council Agenda & Award	20	4	9/29/2009	
20	Prepare Contract	10	2	10/13/2009	
21	Pre-Construction Conference	5	1	10/20/2009	
22	Construction Notice to Proceed	5	1	10/27/2009	
23	Construction	120	24	4/13/2010	
24	Cleanup and Final Acceptance	5	1	4/20/2010	
	TOTALS	**860**	**172**		

NOTES:

1) The schedule is based on a Notice to Proceed being issued on 1/2/08
2) The schedule allows for a construction bid letting in _____
3) City and TxDOT review periods are estimated and cannot be controlled by the Engineer.
4) The schedule is based on the right-of-way being obtained by others prior to the start of construction.

EXHIBIT C
COMPENSATION AND METHOD OF PAYMENT FOR
15th STREET – AVENUE G TO US 75
PROJECT NUMBER 5623

Item	Description	Proposed Fee
Basic Services		
A.	Right of way Survey	$ 24,750
B.	Route Survey	$ 16,610
C.	Schematic Design	$ 17,721
D.	Preliminary Design	$ 74,439
E.	Final Design	$ 37,943
F.	Bid/construction Phase Services	$ 8,387
G.	Sub-consultants	$ 31,000
H.	Reimbursables	$ 6,940
	Total Basic Services Fee:	**$ 217,790**
Special Services		
1.	Landscaping and Irrigation Design	$ 37,250
	Total Special Services:	**$ 37,250**
	Total Project Fee:	**$ 255,040**

Basic Services - We will perform the professional engineering and surveying services listed in Exhibit A for a fee not to exceed the amount shown above.

Special Services – We will perform the special services outlined in Exhibit A for a fee not to exceed the amount shown above.

Notes:
Should there be any change required in the scope of services for this project, then a change to the total fee will be determined and submitted to the City for approval prior to performing any of the work required by the change in scope.

City of Plano — Nathan D. Maier Consulting Engineers, Inc.

15th Street Reconstruction from Avenue G to SH 75																											
Project Number 5623																										11/29/2007	
City of Plano, Texas																											
RIGHT OF WAY SURVEY																											
1. Perform deed research of existing ROW and adjacent property		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	24	$1,920.00		$0.00		$0.00		$0.00		$0.00		$0.00	24	$1,920.00	
2. Perform Easement Research for Involved Properties		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	28	$2,240.00		$0.00		$0.00		$0.00		$0.00		$0.00	28	$2,240.00	
3. Map existing ROW and adjacent property		$0.00	1	$120.00		$0.00		$0.00		$0.00		$0.00	36	$2,880.00		$0.00		$0.00		$0.00		$0.00		$0.00	37	$3,000.00	
4. Establish Horizontal Control System		$0.00	2	$240.00		$0.00		$0.00		$0.00		$0.00	4	$320.00		$0.00	12	$1,560.00		$0.00		$0.00		$0.00	18	$2,120.00	
5. Survey existing ROW and/or easements		$0.00	1	$120.00		$0.00		$0.00		$0.00		$0.00	32	$2,560.00		$0.00		$0.00		$0.00		$0.00		$0.00	33	$2,680.00	
6. Complete ROW map		$0.00	4	$480.00		$0.00		$0.00		$0.00	2	$270.00	56	$4,480.00	10	$800.00	52	$6,760.00		$0.00		$0.00		$0.00	124	$12,790.00	
ROUTE SURVEY																											$24,750.00
1. Establish Horizontal Base Line	1	$155.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	15	$1,950.00		$0.00		$0.00		$0.00	16	$2,105.00	
2. Establish Benchmark Loop		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	2	$160.00		$0.00	8	$1,040.00		$0.00		$0.00		$0.00	10	$1,200.00	
3. Survey roadway topo		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	52	$6,760.00		$0.00		$0.00		$0.00	52	$6,760.00	
4. Reduce field notes, field data files		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	9	$720.00		$0.00		$0.00		$0.00		$0.00		$0.00	9	$720.00	
5. Bore Locations		$0.00		$0.00		$0.00		$0.00		$0.00	1	$135.00	2	$160.00		$0.00	6	$780.00		$0.00		$0.00		$0.00	9	$1,075.00	
6. Prepare Topographic Maps		$0.00		$0.00		$0.00		$0.00		$0.00	2	$270.00	56	$4,480.00		$0.00		$0.00		$0.00		$0.00		$0.00	58	$4,750.00	
SCHEMATIC DESIGN																											$16,610.00
1. Prepare the Base Plan-Profile		$0.00	4	$480.00	2	$160.00	4	$348.00	40	$2,800.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	50	$3,788.00	
2. Prepare the Paving Plan-Profile with Proposed Grades		$0.00	1	$120.00	2	$160.00	36	$3,132.00	64	$4,480.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	103	$7,892.00	
3. Prepare the Typical Paving Sections		$0.00		$0.00	1	$80.00	2	$174.00	16	$1,120.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	19	$1,374.00	
4. Prepare Cost Opinion		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	16	$1,344.00		$0.00	4	$240.00	20	$1,584.00	
5. Team Meetings (3 Meetings)	1	$155.00	3	$360.00	3	$240.00	3	$261.00	3	$210.00	3	$405.00		$0.00		$0.00		$0.00	3	$252.00		$0.00		$0.00	19	$1,883.00	
6. TxDOT Coordination Meetings		$0.00	6	$720.00	6	$480.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	12	$1,200.00	
PRELIMINARY DESIGN (60% Plans)																											$17,721.00
1. Prepare the Paving Plan-Profile Sheets with Proposed Grades	1	$155.00	4	$480.00	8	$640.00	24	$2,088.00	60	$4,200.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	97	$7,563.00	
2. Prepare the Typical Paving Sections Sheet		$0.00	1	$120.00	1	$80.00	2	$174.00	8	$560.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	12	$934.00	
3. Prepare the Drainage Area Map and Runoff Calculations		$0.00	1	$120.00	4	$320.00	16	$1,392.00	24	$1,680.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	45	$3,512.00	
4. Prepare the Preliminary Storm Drainage Plan Sheets		$0.00	1	$120.00	2	$160.00	8	$696.00	40	$2,800.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	51	$3,776.00	
5. Prepare Bridge Abutment Layout Sheet		$0.00	36	$4,320.00	8	$640.00	12	$1,044.00	40	$2,800.00		$0.00		$0.00		$0.00		$0.00	8	$672.00	8	$520.00		$0.00	112	$9,996.00	
6. Prepare Drainage Detail Sheets		$0.00	1	$120.00	1	$80.00	1	$87.00	16	$1,120.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	19	$1,407.00	
7. Prepare the preliminary construction sequence plan		$0.00	1	$120.00	4	$320.00	32	$2,784.00	40	$2,800.00		$0.00		$0.00		$0.00		$0.00	24	$2,016.00	16	$1,040.00		$0.00	117	$9,080.00	
8. Prepare the Demolition Plan		$0.00		$0.00	4	$320.00	4	$348.00	16	$1,120.00		$0.00		$0.00		$0.00		$0.00	4	$336.00		$0.00		$0.00	28	$2,124.00	
9. Prepare Paving Cross Sections w/ Proposed Paving Template		$0.00	2	$240.00	2	$160.00	2	$174.00	8	$560.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	14	$1,134.00	
10. Prepare the Paving Details Sheet		$0.00	1	$120.00	4	$320.00	8	$696.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	13	$1,136.00	
11. Re-alignment Study		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	
12. Prepare sign and pavement marking		$0.00	4	$480.00	4	$320.00	8	$696.00	16	$1,120.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	32	$2,616.00	
13. Prepare Traffic Signal Sheets (3 locations)		$0.00	24	$2,880.00	60	$4,800.00	12	$1,044.00	80	$5,600.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	176	$14,324.00	
14. Prepare SWPPP sheets	1	$155.00	2	$240.00	2	$160.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	8	$672.00	24	$1,560.00		$0.00	37	$2,787.00	
15. Prepare the Master Quantity Summary Sheet	1	$155.00	1	$120.00	8	$640.00	4	$348.00	8	$560.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	22	$1,823.00	
16. Prepare the Project Cover Sheet		$0.00	1	$120.00	1	$80.00	4	$348.00	4	$280.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	10	$828.00	
17. Preliminary Utility Coordination		$0.00	2	$240.00	8	$640.00	2	$174.00	16	$1,120.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	28	$2,174.00	
18. Prepare/Update Cost Opinion	1	$155.00	2	$240.00	4	$320.00	2	$174.00		$0.00		$0.00		$0.00		$0.00		$0.00	16	$1,344.00		$0.00	8	$480.00	33	$2,713.00	
19. TxDOT Coordination Meeting (3 meetings)		$0.00	6	$720.00	6	$480.00	6	$522.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	18	$1,722.00	
20. Team Progress/Coordination Meetings (3 meetings)	1	$155.00	3	$360.00	3	$240.00	3	$261.00	3	$210.00	3	$405.00		$0.00		$0.00		$0.00	3	$252.00		$0.00		$0.00	19	$1,883.00	
21. Prepare Monthly Project Schedule Updates (6 updates)	3	$465.00	12	$1,440.00	6	$480.00	6	$522.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	27	$2,907.00	
																											$74,438.00
FINAL DESIGN																											
1. Complete the Paving Plan-Profile Sheets with Proposed Grades	1	$155.00	2	$240.00	8	$640.00	4	$348.00	24	$1,680.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	39	$3,063.00	
2. Complete the Typical Paving Sections Sheet		$0.00	1	$120.00	1	$80.00	1	$87.00	8	$560.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	11	$847.00	
3. Complete the Drainage Area Map and Runoff Calculations		$0.00	1	$120.00	2	$160.00	8	$696.00	4	$280.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	15	$1,256.00	
4. Complete the Storm Drainage Plan Sheets		$0.00	1	$120.00	1	$80.00	4	$348.00	16	$1,120.00		$0.00		$0.00		$0.00		$0.00	2	$168.00		$0.00		$0.00	24	$1,836.00	
5. Complete Bridge Abutment Layout Sheet		$0.00	8	$960.00	4	$320.00	4	$348.00	24	$1,680.00		$0.00		$0.00		$0.00		$0.00	4	$336.00		$0.00		$0.00	44	$3,644.00	
6. Complete Drainage Detail Sheets		$0.00	1	$120.00	2	$160.00	2	$174.00	4	$280.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	9	$734.00	
7. Complete the Construction Sequence Plan		$0.00	1	$120.00	2	$160.00	4	$348.00	16	$1,120.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	23	$1,748.00	
8. Complete the Demolition Plan		$0.00	1	$120.00	2	$160.00	2	$174.00	4	$280.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	9	$734.00	
9. Complete Paving Cross Sections w/ Proposed Paving Template		$0.00		$0.00	1	$80.00	2	$174.00	4	$280.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	7	$534.00	
10. Complete the Paving Details Sheet		$0.00		$0.00	1	$80.00	4	$348.00	8	$560.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	13	$988.00	
11. Complete Sign and Pavement Marking		$0.00	1	$120.00	4	$320.00	8	$696.00	16	$1,120.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	29	$2,256.00	
12. Complete Traffic Signal Sheets (3 locations)		$0.00	4	$480.00	12	$960.00	4	$348.00	36	$2,520.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	56	$4,308.00	
13. Complete SWPPP sheets		$0.00	1	$120.00	2	$160.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	4	$336.00		$0.00	2	$120.00	9	$736.00	
14. Complete Landscape and Irrigation Sheets								$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	
15. Complete the Master Quantity Summary Sheet		$0.00	1	$120.00	2	$160.00	4	$348.00	8	$560.00		$0.00		$0.00		$0.00		$0.00	16	$1,344.00		$0.00		$0.00	31	$2,532.00	
16. Utility Coordination		$0.00	3	$360.00	8	$640.00	8	$696.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	19	$1,696.00	
17. Complete/Update Cost Opinion	1	$155.00	2	$240.00	4	$320.00	2	$174.00		$0.00		$0.00		$0.00		$0.00		$0.00	16	$1,344.00		$0.00	4	$240.00	29	$2,473.00	
18. Final Plans, Specifications	2	$310.00	16	$1,920.00	8	$640.00	8	$696.00	24	$1,680.00		$0.00		$0.00		$0.00		$0.00	8	$672.00		$0.00		$0.00	66	$5,918.00	
20. Team Progress/Coordination Meetings (1 meeting)		$0.00	2	$240.00	2	$160.00	2	$174.00		$0.00	2	$270.00		$0.00		$0.00		$0.00	2	$168.00		$0.00		$0.00	10	$1,012.00	
21. Complete Monthly Project Schedule Updates (3 updates)	1	$155.00	6	$720.00	3	$240.00	3	$261.00		$0.00		$0.00		$0.00		$0.00		$0.00	3	$252.00		$0.00		$0.00	16	$1,628.00	
																											$37,943.00
TOTAL MANHOURS:	15	$2,325.00	179	$21,480.00	223	$17,840.00	275	$23,925.00	698	$48,860.00	13	$1,755.00	249	$19,920.00	10	$800.00	145	$18,850.00	137	$11,508.00	48	$3,120.00	18	$1,080.00	2,010	$171,463.00	
																											$171,463.00
																								TOTAL LABOR			$171,463.00
BIDDING/CONSTRUCTION																											
1. Bid Opening/Analysis/Recommendation		$0.00	1	$120.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	2	$168.00		$0.00	1	$60.00	4	$348.00	
2. Pre-Con		$0.00	4	$480.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	4	$336.00		$0.00		$0.00	8	$816.00	
3. Submittals		$0.00	8	$960.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	16	$1,344.00		$0.00	4	$240.00	28	$2,544.00	
4. Record Drawings		$0.00	2	$240.00		$0.00	8	$696.00	16	$1,120.00		$0.00		$0.00		$0.00		$0.00	2	$168.00		$0.00		$0.00	28	$2,224.00	
5. Control Survey		$0.00		$0.00		$0.00		$0.00		$0.00	1	$135.00	1	$80.00		$0.00	8	$1,040.00		$0.00		$0.00		$0.00	10	$1,255.00	
6. Right-of-Way Utility Staking		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	2	$160.00		$0.00	8	$1,040.00		$0.00		$0.00		$0.00	10	$1,200.00	
																								TOTAL BIDDING/CONSTRUCTION			$8,387.00
SUBCONSULTANTS																											

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City of Plano

Nathan D. Maier Consulting Engineers, Inc.

15th Street Reconstruction from Avenue G to SH 75
Project Number 5623
City of Plano, Texas

11/29/2007

[redacted]																													
1. Geotechnical Investigations and Recommendations																													$6,000.00
2. Prepare Landscape Master Plan & Irrigation Sheets																													$37,250.00
3. Traffic and Reconfigured Study																													$11,500.00
4. Environmental Assessment																													$9,800.00
5. TNC Survey																													$4,500.00
6. TDLR Submittal																													$500.00
																											TOTAL SUBCONSULTANTS		$69,250.00
ADDITIONAL ASSUMPTIONS:																											REIMBURSABLES		
NDMCE will submit monthly invoices and progress reports.																											Printing & Plotting		$4,500.00
Topographic Surveys, Base Cross Sections and Horizontal Control Sheet will be provided by NDMCE.																											Mileage @ $.43/mile		$380.00
Schematic Design includes the Pre-Design Team Meetings.																											Courier		$80.00
Traffic Signal Base Relocation Only.																											TOTAL REIMBURSABLES		$4,940.00
Tree Survey is not required.																													
Underground utilities shall be located by SUE under separate contract.																													
LABOR BILLING RATES	$153.00		$120.00		$80.00		$87.00		$70.00		$135.00		$80.00		$70.00		$130.00		$64.00		$88.00		$80.00						
LABOR COST	$2,335.00		$21,480.00		$17,840.00		$23,925.00		$48,650.00		$1,755.00		$19,920.00		$700.00		$18,830.00		$11,508.00		$3,120.00		$1,080.00				TOTAL COST		$255,040.00
SPECIAL SERVICES																													
1. Easement Surveying (Unit Cost)																													$1,000 each
2. Right-of-Way Dedication (Unit Cost)																													$1,780 each

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EXHIBIT "D"

ENGINEERING

INSURANCE

INSURANCE: (Review this section carefully with your insurance agent prior to bid or proposal submission. See "Insurance Checklist" on the last page or specific coverages applicable to this contract).

1. **General Insurance Requirements:**

1.1 The Engineer (hereinafter called "Engineer") shall not start work under this contract until the Engineer has obtained at his own expense all of the insurance called for here under and such insurance has been approved by the City. Approval of insurance required of the Engineer will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.

1.2 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."

NOTE: The words "endeavor to" and "but failure to mail such notice shall impose no obligation to liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Engineer from any liability or obligation imposed upon the provisions of the Contract.

1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Engineer's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.

1.4.1 The following definition of the term "City" applies to all policies issued under the contract:

The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.

1.5 The Engineer shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.

1.6 Engineer agrees to defend and indemnify the City of Plano, its officers, agents and employees as provided in Paragraph VII. of this contract.

1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Engineer fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Engineer, and the Engineer shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.

1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.

1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class VI" or better in the latest edition of A.M. Best, or A or better by Standard and Poors, unless the City grants specific approval for an exception.

1.10 Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Engineer. Engineer may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

2. <u>Engineer's Insurance - "Occurrence" Basis:</u>

2.1 The Engineer shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Checklist.

2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:

i. General aggregate limit is to apply per project;

ii. Premises/Operations;

iii. Actions of Independent Contractors;

iv. Contractual Liability including protection for the Engineer from claims arising out of liability assumed under this contract;

v. Personal Injury Liability including coverage for offenses related to employment;

vi. Explosion, Collapse, or Underground (XCU) hazards; if applicable. This coverage required for any and all work involving drilling, excavation, etc.

2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability.

2.1.3 Workers' Compensation - statutory benefits as required by the State of Texas, or other laws as required by labor union agreements, including Employers' Liability coverage.

2.2 Professional Errors and Omissions

The Engineer shall carry Professional Liability insurance which will pay for injuries arising out of negligent errors or omissions in the rendering, or failure to render professional services under the contract, for the term of the Contract and up to three years after the contract is completed in the amount shown in the Checklist.

Professional Errors and Omissions, Limit $1,000,000
per claim and aggregate

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required	Limits (Figures Denote Minimums)
_X_ 1. Workers' Compensation & Employers' Liability	Statutory limits of State of Texas $100,000 accident $100,000 disease $500,000 policy limit disease
___ 2. For Future Use	
___ 3. City Approved Alternative Workers' Comp. Program	$150,000 medical, safety program
_X_ 4. General Liability	Complete entry No. 26 Minimum $500,000 each occurrence $1,000,000 general aggregate
_X_ 5. General aggregate applies per project (CGL)	
_X_ 6. Premises/Operations	(Items No. 3-10 & 12 require)
_X_ 7. Independent Contractors	$500,000 combined single limit for bodily injury and property damage
___ 8. Products	damage each occurrence with
___ 9. Completed Operations	$1,000,000 general aggregate that applies to project under contract
_X_ 10. Contractual Liability	
_X_ 11. Personal Injury Liability	$500,000 each offense & aggregate
___ 12. XCU Coverages	
_X_ 13. Automobile Liability	$500,000 Bodily Injury & Property
_X_ 14. Owned, Hired & Non-owned	Damage each accident
___ 15. Motor Carrier Act Endorsement	
X_ 16. Professional Liability	$1,000,000 each claim and aggregate
___ 17. Garage Liability	$_____BI & PD each occurrence

___ 18. Garagekeepers' Legal $_____- Comprehensive
$_____- Collision

___ 19. Owners Protective Liability $500,000 Combined single limits

_X_ 20. City named as additional insured on General Liability policy. This coverage is primary to all other coverages the City may possess.

___ 21. City provided with Waiver of Subrogation on Workers' Compensation or Alternative program if applicable.

_X_22. Ten (10) days notice of cancellation, non-renewal, material change or coverage reduction endorsement required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_23. The City of Plano prefers an A.M. Best's Guide Rating of "A-", "VI" or better or Standard and Poors Rating AA or better; Authorized to do business in the State of Texas (not applicable for workers' compensation assigned through pool or alternative compensation programs).

_X_ 24. The Certificate must state project title and project number.

_X_ 25. Other Insurance Required:

INSURANCE AGENT'S STATEMENT

I have reviewed these requirements with the Engineer named below. Additionally:

_X_ 26. The above policy(s) carry the following deductibles:_____

Full limits of coverage available for:
General Liability_____ Professional Liability _____
Automobile Liability_____

_X_ 27. Liability policies are (indicate):

OCCURRENCE [ ] CLAIMS MADE [ ]

_____ _____
Signature Date

_____
Insurance Agent (Print)

_____
Name of Insured

_____
Date

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer of **NATHAN D. MAIER CONSULTING ENGINEERS, INC.** (herein "Contractor") is either employed by the City of Plano or is an elected official of the City of Plano and who has a financial interest, direct or indirect, in any contract with the City of Plano or has a financial interest, directly or indirectly, in the sale to the City of Plano of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Plano City Charter, interest represented by ownership of stock by a City of Plano employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

_____
Name of Consultant

By: _____
Signature

_____
Print Name

_____
Title

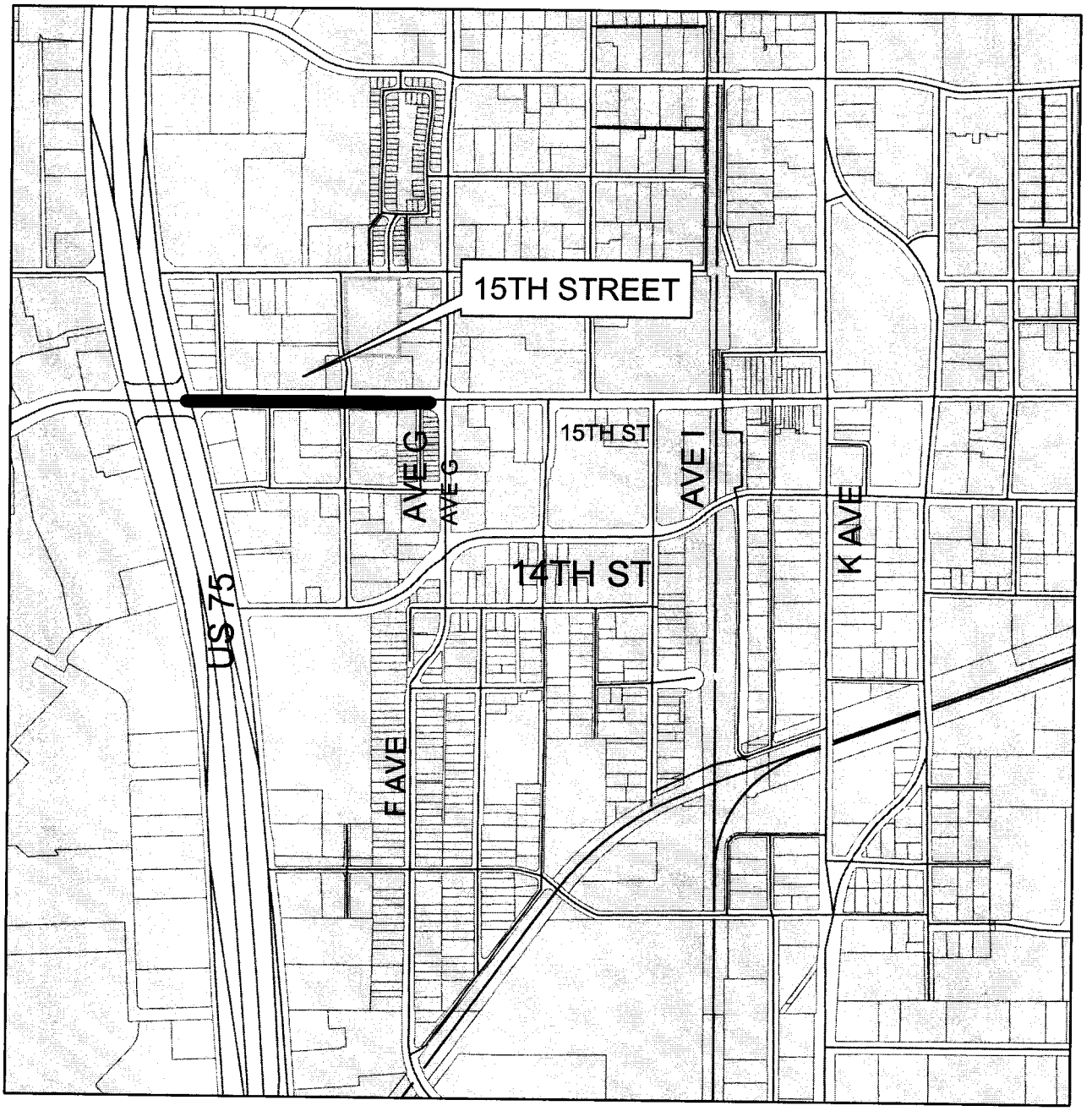
_____
Date

STATE OF TEXAS §
§
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20____.

_____
Notary Public, State of Texas

15TH STREET
AVENUE G TO US 75



CITY OF PLANO

ENGINEERING DEPARTMENT

N

0 490 980 1,960 2,940 3,920 Feet

d-25

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	12/10/2007	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director		12/03/07
Dept Signature:		City Manager		12/4/07
Agenda Coordinator (include phone #):	Irene Pegues (7198)		(Project No. 5855)	

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☒ AWARD OF CONTRACT ☐ OTHER

CAPTION

Approval of a Professional Services Agreement contract between the City of Plano and Hayden Consultants, Inc., in the amount of $53,539, for engineering design services for the Screening Wall – Desert Garden project; and authorizing the City Manager or his designee to execute all necessary documents.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	99,975	1,165,025	550,000	**1,815,000**
Encumbered/Expended Amount	-99,975	-186,434	0	**-286,409**
This Item	0	-53,539	0	**-53,539**
BALANCE	0	925,052	550,000	**1,475,052**

FUND(S): STREET IMPROVEMENT CIP

COMMENTS: Funds are included in the 2007-08 Street Improvement Program. This item, in the amount of $53,539, will leave a current year balance of $925,052 for the Screening Wall Reconstruction project.

STRATEGIC PLAN GOAL: Engineering design services for screening wall reconstruction relate to the City's Goals of Premier City in which to Live and Safe, Efficient Travel.

SUMMARY OF ITEM

This agreement with Hayden Consultants, Inc., for engineering design and preparation of plans and specifications for reconstruction of screening walls at the following three locations:

1. North of intersection of 15th Street and Plano Parkway 700 LF
2. Custer Road, North of Parker 365 LF
3. Northeast of Intersection of Ohio and Plano Parkway 80 LF

The contract fee is for $ 53,539.00 and is detailed as follows:

Basic Services

Investigation and Preliminary Design	$ 13,485.00
Pre-Final Design	$ 10,761.00
Final Design	$ 7,457.00
Bid Phase Services	$ 3,298.00
Construction Administration	$ 3,518.00
Total Basic Services	**$ 38,519.00**

EM:Agenda2007:1210scrnwall-DesertGarden

e-1

CITY OF PLANO
COUNCIL AGENDA ITEM

Sub-Consultant Services

Design Survey	$ 4,000.00
Geotechnical	$ 5,600.00
Structural	$ 4,200.00
Reimbursable Expenses	$ 1,220.00
Maximum Fee Not to Exceed	**$ 53,539.00**

Funding is available from the Street Improvement Community Investment Program. Staff feels the fee is reasonable for this project estimated to cost $347,000.00.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Engineering Services Agreement	N/A
Location Map	

e-2

EM:Agenda2007:1210scrnwall-DesertGarden

SCREENING WALL – DESERT GARDEN

PROJECT NO. 5855

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **HAYDEN CONSULTANTS, INC.**, a **TEXAS** Corporation, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

W I T N E S S E T H:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **SCREENING WALL – DESERT GARDEN** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering services for the City upon the terms and conditions provided herein.

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Engineer

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. Scope of Services

The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City.

III. Schedule of Work

The Engineer agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the

reasonable control of Engineer, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto and incorporated herein as Exhibit "C". The contract amount specified in Exhibit "C" shall not be exceeded without the written permission of the City.

V. Information to be Provided by the City

The City agrees to furnish, prior to commencement of work, all that information requested by Engineer and available in City's files.

VI. Insurance

Engineer agrees to meet all insurance requirements, and to require all consultants who perform work for Engineer to meet all insurance requirements, as set forth on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

VII. Indemnity

Engineer shall release, defend, indemnify and hold City and its officers, agents and employees harmless from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the services provided by Engineer and to the extent caused by the negligent act or omission or intentional wrongful act or omission of Engineer, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Engineer is legally responsible (hereinafter "Claims"). Engineer is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to approve defense counsel to be retained by Engineer in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Engineer's obligation to defend City or as a waiver of Engineer's obligation to indemnify City pursuant to this Agreement. Engineer shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Engineer fails to retain counsel within such time period, City

shall have the right to retain defense counsel on its own behalf, and Engineer shall be liable for all costs incurred by City.

VIII. Independent Contractor

Engineer covenants and agrees that Engineer is an independent contractor and not an officer, agent, servant or employee of City; that Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

IX. Assignment and Subletting

The Engineer agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

X. Audits and Records/Prohibited Interest

The Engineer agrees that at any time during normal business hours and as often as City may deem necessary, Engineer shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one (1) year from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Engineer agrees that it is aware of the prohibited interest requirements of the City Charter and Code of Conduct and will abide by the same. Further, a lawful representative of Engineer shall execute the affidavit shown in Exhibit "E". Engineer understands and agrees that the existence of a prohibited interest during the term of this contract will render the contract voidable.

XI. Contract Termination

The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Engineer. In the event of such termination, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

XII. Engineer's Opinion of Probable Construction Costs

The parties recognize and agree that any and all opinions of probable construction costs prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that any bids solicited or received in connection with the Project will not vary from opinions prepared by Engineer.

XIII. Ownership of Documents

Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article XI, Engineer will revise drawings to reflect changes made during construction and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

XIV. Complete Contract

This Agreement, including the Exhibits lettered "A" through "E", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XV. Mailing of Notices

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Plano
Engineering Department
P.O. Box 860358
Plano, TX 75086-0358

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

Hayden Consultants, Inc.
5646 Milton, Suite 515
Dallas, Texas 75206
Attn: Tammy L. Espinoza, Design Engineer

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XVI. Miscellaneous

A. Paragraph Headings:

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Contract Interpretation:

Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

C. Venue/Governing Law:

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. Exclusive venue shall lie in Collin County, Texas.

D. Successors and Assigns:

City and Engineer, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability:

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date:

This Agreement shall be effective from and after execution by both parties hereto.

SIGNED on the date indicated below.

HAYDEN CONSULTANTS, INC.
A Texas Corporation

DATE: _____ BY: _____
Rachel Hayden, VICE PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____ BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

_____
Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2007, by **RACHEL HAYDEN, VICE PRESIDENT,** of **HAYDEN CONSULTANTS, INC.**, a **TEXAS** corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2007, by **THOMAS H. MUEHLENBECK, CITY MANAGER,** of the **CITY OF PLANO, TEXAS,** a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

_____
Notary Public, State of Texas

EXHIBIT A
SCOPE OF SERVICES
SCREENING WALL - DESERT GARDEN
PROJECT NUMBER 5855
CIP NUMBER (33-37858)

PROJECT DESCRIPTION:

The project includes the removal and replacement of existing screening walls with new screening walls. The three locations and the length of walls are as under:

1. North of intersection of 15th Street and Plano Parkway – 700 LF. Make some adjustments in the alignment of 15th street or this wall so that sidewalk can be constructed along 15th St. and Plano Parkway between two points (Ref. Photo # 1)
2. Custer road and North of Parker need to be double course brick screening wall built on a retaining wall/beam foundation to bring the base of the brick wall to start at the grade of the adjacent sidewalk along Custer - 365 LF. (Ref. Photo # 2)
3. North east of intersection of Ohio Dr. and Plano Parkway.-80 LF. Reconstruct double course wall with new foundation and piers. (Ref. Photo # 3)

The new screening walls are to match the brick screening walls in the surrounding area.

An erosion control plan will be included, as the area disturbed will be more than 5,000 square feet (City Ordinance).

BASIC SERVICES:

A. Investigation and Preliminary Design

1. Meet with City of Plano engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other information available for the project area.
2. Meet with the City of Plano project manager and conduct an on-site review and walk through. Document existing conditions with photographs and field notes.
3. Coordinate with surveyor to conduct survey.
4. Coordinate with geotechnical sub-consultant to perform geotechnical investigation.
5. Develop existing base plans based on plans obtained from city, survey information and site investigation.

6. Consider existing utilities and drainage conditions in design.
7. Develop preliminary construction plans. Prepare the following sheets at the engineering scale indicated (sheet count):

    - Cover Sheet (1)
    - Quantity, General Notes and Legend Sheet (1)
    - Demolition Sheet, Scale 1" = 40', double plan (2)
    - Wall Layout sheet, Scale 1" =20' (4)
8. Submit two set of 22" X 34" pre-final plans to City review.

B. Pre-Final Design

1. Meet with City to review comments from Preliminary Design.
2. Prepare preliminary construction plans. Prepare the following sheets at the engineering scale indicated (sheet count)
    - Cover Sheet (1)
    - Quantity, General Notes and Legend Sheet (1).
    - Typical Section Sheet (1).
    - Demolition Sheet, Scale 1" = 40' , double plan (2)
    - Wall layout Sheet, scale 1" = 20' (6)
    - Wall Detail Sheet (6)
    - Erosion Control Sheet (incorporated in plans)
    - Miscellaneous Detail Sheet (2).
3. Coordinate with structural sub-consultant
4. Coordinate with affected utilities such as water, gas, telephone, cable and electric to obtain accurate information for the location of their facilities.
5. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
6. Prepare outline of any special technical specification needed for the project.
7. Submit two sets of 22" X 34" pre-final plans to the City for review.

C. Final Design

1. Meet with City to review comments from Pre-Final Design.
2. Revise preliminary plans incorporating comments from the City of Plano.
3. Incorporate comments from the utility companies.
4. Coordinate with structural sub-consultant to address City comments.
5. Finalize construction plans for proposed improvements.
6. Finalize special technical specifications and special conditions (if any).

7. Incorporate standard details into the construction plans and prepare additional details as required.
8. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities.

D. Bid Phase Services

1. Assist the City staff in advertising for bids.
2. Submit a CD-ROM disk of the bid set plans in a PDF format.
3. Furnish plans and specifications for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.
4. Furnish plans and bid documents for up to four plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
5. Prepare addenda to plans or bid schedule as necessary during the bidding stage.
6. Assist City staff as required in bid opening. Submit list of plan holders to the city, 48 hours prior to the bid opening.
7. Provide bid tabulation to the City of Plano within four working days of the bid letting.
8. Evaluate the low and second low bidders. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.
9. Assist City staff in a pre-construction conference.
10. Furnish twelve (12) sets of final construction plans and twelve (12) sets of the contract documents manual to the City for construction.

E. Construction Administration

1. Provide written responses to requests for information or clarifications.
2. Prepare and process change orders in accordance with City of Plano format.
3. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one set to the City and two (2) CD-ROM disks containing scanned images of final "as constructed drawings (with "record drawing stamps" bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order.

SUBCONSULTANT SERVICES

A. **Design Survey**

1. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation.
3. Tie right-of-way lines and corners, property lines and corners, buildings, fence lines, trees 4-inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. T.U. Elec., GTE Telephone, Lone Star Gas, Etc.).
4. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design.
5. Provide roadway cross sections at a fifty-foot (50') interval relative to the project baseline. Cross sections are for project design review and quantity takeoffs and may not be a part of the final construction
6. When underground utilities are exposed, tie to project control baseline.
7. Identify the street address of all adjacent properties to the proposed construction and show on drawings.

B. **Geotechnical**

Provide 5 borings at locations determined by the engineer.

C. **Structural**

1. The structural design will be for the foundation and screening wall elements themselves. No other site structures or retaining walls will be included in the basic scope.
2. The look of the screening walls shall be determined by others. Presumably, the typical details provided by the City of Plano will be utilized. The City of Plano (or others) will select the color and type of materials visible to the public.
3. Provide a design for all three locations. Where required, the wall design will incorporate a retaining wall/grade beam. The amount of soil retained on the high side will be no more than three feet.
4. Columns and foundations supporting the screening wall shall be placed no farther than ten (10) feet apart. The portion of the screening wall between columns shall be elevated above the adjacent grade.
5. In locations where existing utilities preclude the possibility of placing a

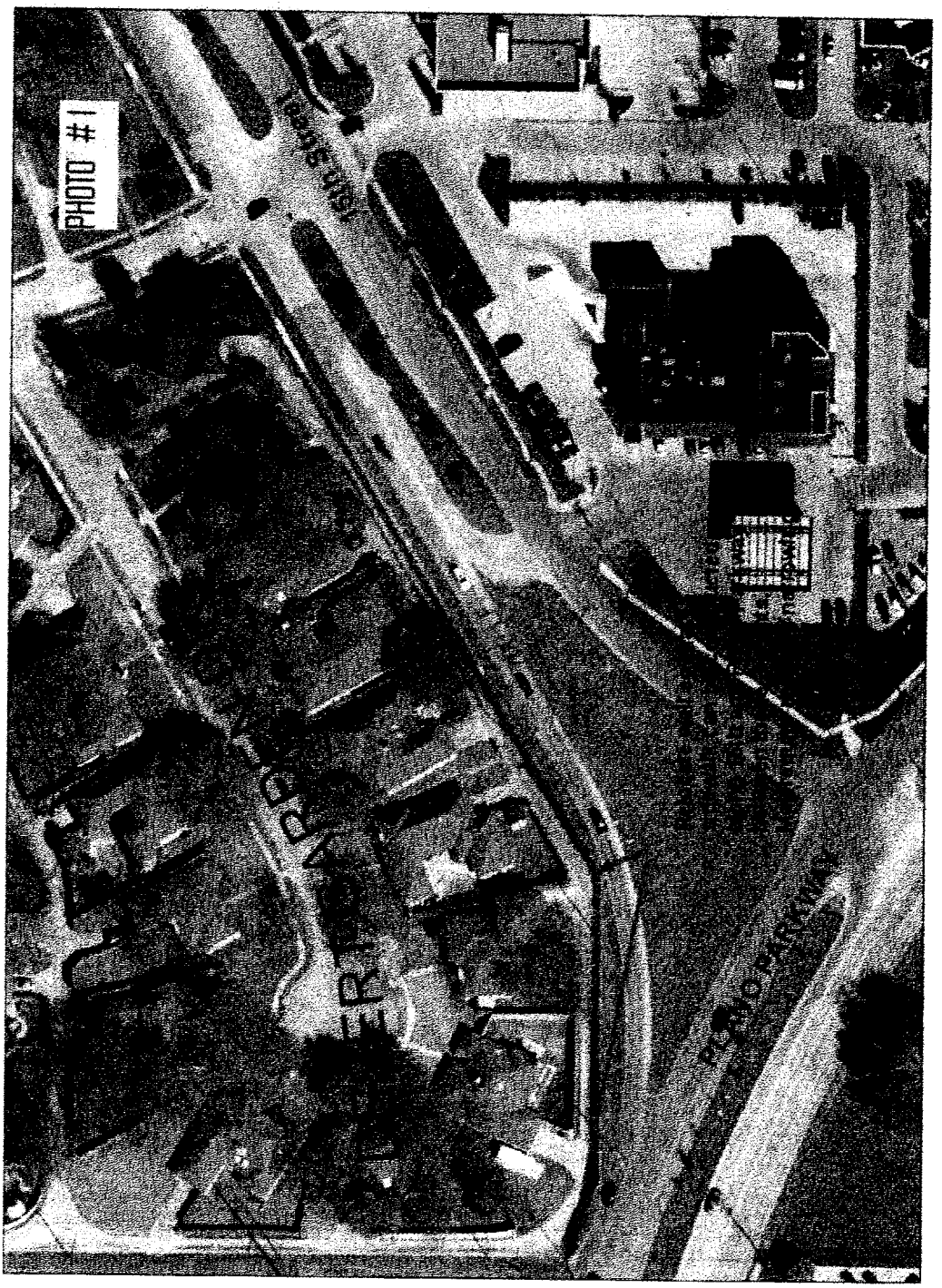
pier directly under a column, a grade beam shall span between adjacent. A through investigation for location of existing utilities should be made during design process. If an unexpected utility is found during construction, the means to deal with that situation will be considered additional scope and will be billed on hourly basis in addition to the base fee.

6. Once the layouts of the screening walls are approved by the City of Plano, one structural design will be provided. Modifications due to changing requirements or unanticipated site conditions shall be negotiated under a separate scope.
7. It is assumed that the City of Plano will contract a materials testing firm, presumably the same firm hired to provide geotechnical recommendations, to observe the construction process. The testing firm will verify that foundations are placed in the correct strata and will perform materials test on soil and construction materials.

Services not Included in this Contract

1. The Engineer will not provide any design for relocation of utilities for the project.
2. The Engineer will not set horizontal or vertical control stakes for construction.
3. Easements will not be prepared.
4. The Engineer will not review shop drawings and submittals.
5. The Engineer will not provide any site visits during the course of construction.

15TH STREET/PLANO PARKWAY SCREENING WALL RECONSTRUCTION



CUSTER ROAD NORTH OF PARK SCREENING WALL RECONSTRUCTION

PLANO PARKWAY-OHIO SCREENING WALL RECONSTRUCTION

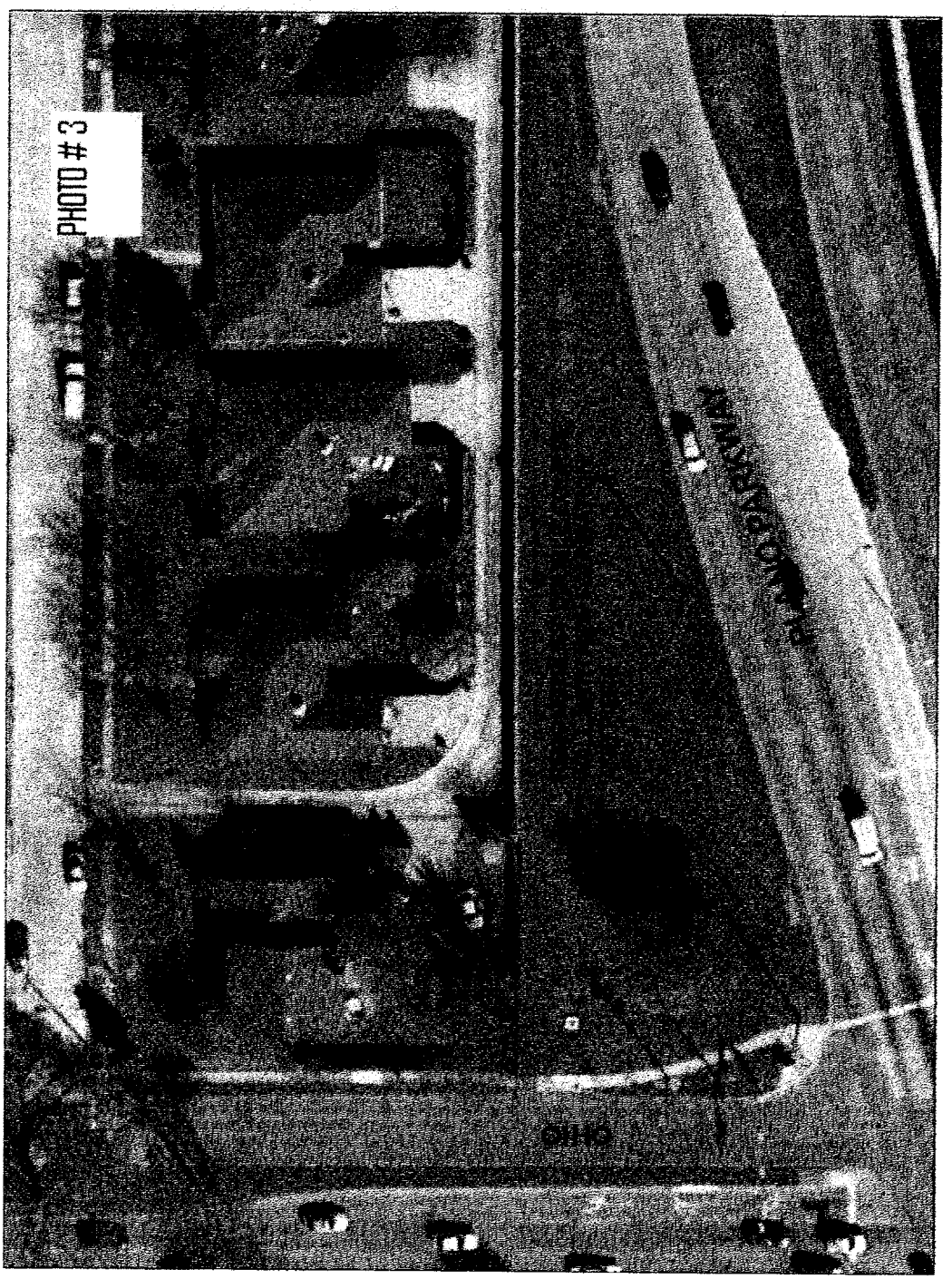


EXHIBIT B

SCHEDULE OF WORK

SCREEN WALL –DESERT GARDEN
PROJECT NUMBER: 5855
CIP NUMBER: 33-37858

		Duration
	Activity	**(Calendar Days)**
	Notice to Proceed	*City*
	Investigation and Preliminary Design	
	Site Investigation, Gather Plans, Topographic Survey, Geotechnical Investigation	4 weeks
	Develop existing base plans	1 week
	Preliminary Construction Plans	2 weeks
	- Cover, Quantity, Legend and General Notes	
	- Demolition Sheets	
	- Horizontal Wall and Sidewalk Alignment Design	
	Preliminary QA/QC	1 week
	Preliminary Design Submittal	1 day
	City Preliminary Review	*2 weeks*
	Prefinal Design	
	Incorporate Preliminary Review Comments, Preliminary Structural Design, Utility Coordination	1 week
	Pre-Final construction plans, Utility Coordination	1 week
	- Typical sections, wall detail sheets	
	- Vertical wall design	
	Pre-Final Opinion of Probable Construction Costs, Pre-Final Technical Specifications, Prefinal QA/QC	1 week
	Pre-Final Design Submittal	1 day
	City Pre-Final Review (and review with HOA/ Home Owner)	*2 weeks*
	Final Design	
	Incorporate Pre-Final Review Comments, Final Structural Design	1 week
	Final Construction Plans, Final Opinion of Probable	1 week

	Construction Costs, Final QA/QC	
	Final Design Submittal	1 day
	City Final Review	*1 week*
	Distribute Final Plans to Utilities	1 week
	Bidding and Negotiations	*City*
	Advertise Bids	*City*
	Recommendation	1 week
	Council Award	*City*
	Execute Contract, Preconstruction Conference, Notice to Proceed	1 week
	Construction Administration	*City*
	Submittal Review/FRI Responses	*City*
	Site Visits	*City*
	Final Walkthrough and Punch List	*City*
	Create Record Drawings	1 week

EXHIBIT C

PAYMENT SCHEDULE

SCREENING WALL- DESERT GARDEN
PROJECT NUMBER: 5855
CIP NUMBER: 33-37858
(All fees "Not to Exceed" without prior approval)

WORK STAGE SUBMITTAL OR COMPLETION	FEE AMOUNT
BASIC SERVICES	
A. Investigation and Preliminary Design	$ 13,485
B. Pre-Final Design	$ 10,761
C. Final Design	$ 7,457
D. Bid Phase Services	$ 3,298
E. Construction Administration	$ 3,518
BASIC SERVICES SUBTOTAL	**$ 38,519**
SUBCONSULTANT SERVICES	
F. Design Survey	$ 4,000
G. Geotechnical	$ 5,600
I. Structural	$ 4,200
SUBCONSULTANT SERVICES SUBTOTAL	**$ 13,800**
REIMBURSIBLE EXPENSES	**$ 1,220**
TOTAL FEE	**$ 53,539**

EXHIBIT "D"

ENGINEERING

INSURANCE

INSURANCE: (Review this section carefully with your insurance agent prior to bid or proposal submission. See "Insurance Checklist" on the last page or specific coverages applicable to this contract).

1. General Insurance Requirements:

1.1 The Engineer (hereinafter called "Engineer") shall not start work under this contract until the Engineer has obtained at his own expense all of the insurance called for here under and such insurance has been approved by the City. Approval of insurance required of the Engineer will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.

1.2 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."

NOTE: The words "endeavor to" and "but failure to mail such notice shall impose no obligation to liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Engineer from any liability or obligation imposed upon the provisions of the Contract.

1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Engineer's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.

1.4.1 The following definition of the term "City" applies to all policies issued under the contract:

The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.

1.5 The Engineer shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the

Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.

1.6 Engineer agrees to defend and indemnify the City of Plano, its officers, agents and employees as provided in Paragraph VII. of this contract.

1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Engineer fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Engineer, and the Engineer shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.

1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.

1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class VI" or better in the latest edition of A.M. Best, or A or better by Standard and Poors, unless the City grants specific approval for an exception.

1.10 Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Engineer. Engineer may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

2. **Engineer's Insurance - "Occurrence" Basis:**

2.1 The Engineer shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Checklist.

2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:

i. General aggregate limit is to apply per project;

ii. Premises/Operations;

iii. Actions of Independent Contractors;

iv. Contractual Liability including protection for the Engineer from claims arising out of liability assumed under this contract;

v. Personal Injury Liability including coverage for offenses related to employment;

vi. Explosion, Collapse, or Underground (XCU) hazards; if applicable. This coverage required for any and all work involving drilling, excavation, etc.

2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability.

2.1.3 Workers' Compensation - statutory benefits as required by the State of Texas, or other laws as required by labor union agreements, including Employers' Liability coverage.

2.2 Professional Errors and Omissions

The Engineer shall carry Professional Liability insurance which will pay for injuries arising out of negligent errors or omissions in the rendering, or failure to render professional services under the contract, for the term of the Contract and up to three years after the contract is completed in the amount shown in the Checklist.

Professional Errors and Omissions, Limit $1,000,000
per claim and aggregate

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required	Limits (Figures Denote Minimums)
_X_ 1. Workers' Compensation & Employers' Liability	Statutory limits of State of Texas $100,000 accident $100,000 disease $500,000 policy limit disease
___ 2. For Future Use	
___ 3. City Approved Alternative Workers' Comp. Program	$150,000 medical, safety program
_X_ 4. General Liability	Complete entry No. 26 Minimum $500,000 each occurrence $1,000,000 general aggregate
_X_ 5. General aggregate applies per project (CGL)	
_X_ 6. Premises/Operations	(Items No. 3-10 & 12 require)
_X_ 7. Independent Contractors	$500,000 combined single limit for bodily injury and property damage
___ 8. Products	damage each occurrence with
___ 9. Completed Operations	$1,000,000 general aggregate that applies to project under contract
_X_ 10. Contractual Liability	
_X_ 11. Personal Injury Liability	$500,000 each offense & aggregate
___ 12. XCU Coverages	
_X_ 13. Automobile Liability	$500,000 Bodily Injury & Property
_X_ 14. Owned, Hired & Non-owned	Damage each accident
___ 15. Motor Carrier Act Endorsement	
X_ 16. Professional Liability	$1,000,000 each claim and aggregate
___ 17. Garage Liability	$_____BI & PD each occurrence

___ 18. Garagekeepers' Legal $_____- Comprehensive
$_____- Collision

___ 19. Owners Protective Liability $500,000 Combined single limits

_X_ 20. City named as additional insured on General Liability policy. This coverage is primary to all other coverages the City may possess.

___ 21. City provided with Waiver of Subrogation on Workers' Compensation or Alternative program if applicable.

_X_22. Ten (10) days notice of cancellation, non-renewal, material change or coverage reduction endorsement required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_23. The City of Plano prefers an A.M. Best's Guide Rating of "A-", "VI" or better or Standard and Poors Rating AA or better; Authorized to do business in the State of Texas (not applicable for workers' compensation assigned through pool or alternative compensation programs).

_X_ 24. The Certificate must state project title and project number.

_X_ 25. Other Insurance Required:

INSURANCE AGENT'S STATEMENT

I have reviewed these requirements with the Engineer named below. Additionally:

_X_ 26. The above policy(s) carry the following deductibles:_____

Full limits of coverage available for:
General Liability_____ Professional Liability _____
Automobile Liability_____

_X_ 27. Liability policies are (indicate):

OCCURRENCE [ ] CLAIMS MADE [ ]

_____ _____
Signature Date

_____
Insurance Agent (Print)

_____
Name of Insured

_____
Date

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer of **HAYDEN CONSULTANTS, INC.**, (herein "Contractor") is either employed by the City of Plano or is an elected official of the City of Plano and who has a financial interest, direct or indirect, in any contract with the City of Plano or has a financial interest, directly or indirectly, in the sale to the City of Plano of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Plano City Charter, interest represented by ownership of stock by a City of Plano employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

_____
Name of Consultant

By: _____
Signature

_____
Print Name

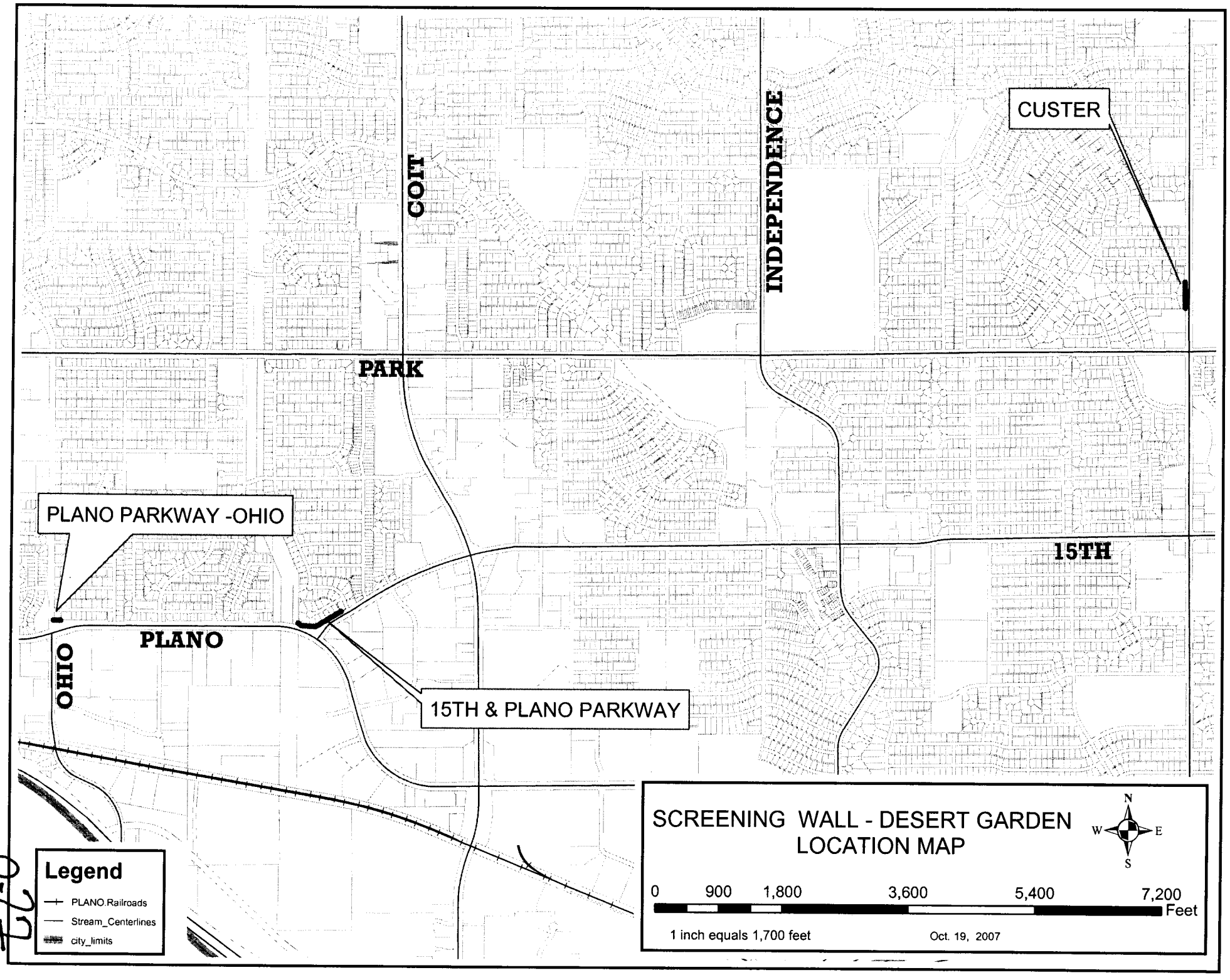
_____
Title

_____
Date

STATE OF TEXAS §
§
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2007.

_____
Notary Public, State of Texas


CUSTER
INDEPENDENCE
COIT
PARK
PLANO PARKWAY -OHIO
15TH
PLANO
OHIO
15TH & PLANO PARKWAY
SCREENING WALL - DESERT GARDEN
LOCATION MAP
N
W
E
S
0
900
1,800
3,600
5,400
7,200
Feet
1 inch equals 1,700 feet
Oct. 19, 2007
Legend
PLANO.Railroads
Stream_Centerlines
city_limits

27

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	12/10/2007	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director		12/03/07
Dept Signature:		City Manager		12/4/07
Agenda Coordinator (include phone #):	Irene Pegues (7198)		(Project No. 5842)	

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☒ AWARD OF CONTRACT ☐ OTHER

CAPTION

Approval of an Engineering contract by and between the City of Plano and R-Delta Engineers, Inc., in the amount of $194,020 for the Avenue P, 18th Street, and Belle View Addition Project; and authorizing the City Manager, or his designee, to execute all necessary documents.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	178,000	1,251,000	**1,429,000**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	-194,020	0	**-194,020**
BALANCE	0	-16,020	1,251,000	**1,234,980**

FUND(S): STREET IMPROVEMENT CIP

COMMENTS: Funds are included in the 2007-08 Street Improvement CIP. This item, in the amount of $194,020, will exceed the current year balance by $16,020 for the Avenue P / 18th Street / Belle View Addition combined projects. The overage will be funded through savings and reallocation from the Alley Reconstruction – Los Rios project.

STRATEGIC PLAN GOAL: Engineering design services for street reconstruction relate to the City's Goal of Safe, Efficient Travel.

SUMMARY OF ITEM

This agreement with R-Delta Engineers, Inc., is for engineering design for the reconstruction of Avenue P, 18th Street, and Belle View Addition to include engineering services and construction documents. The contract fee is for $194,020.00 and is detailed as follows:

1. Preliminary Engineering/Field Survey Phase	$ 60,495.00
2. Preliminary Design Phase	67,365.00
3. Final Design Phase	48,330.00
4. Bid Phase	5,150.00
5. Contract Administration	11,300.00
Total Basic Fee	$192,640.00
6. Special Services –	
a. Permanent ROW Descriptions/Monuments (1@$760)	$760.00
b. Temp. Construction Easement Descriptions (1@$310)	310.00
c. Permanent Easement Descriptions (1@$310)	310.00
Total Special Services	$1,380.00
Total Fee	**$194,020.00**

EM\AGENDA2007:1210AvenueP

f-1

CITY OF PLANO
COUNCIL AGENDA ITEM

Funding is available from the Street Improvement Community Investment Program. Staff feels the fee is reasonable for this project estimated to cost $1,800,000.00.	
List of Supporting Documents: Engineering Services Agreement, Location Map	Other Departments, Boards, Commissions or Agencies N/A

f-2 EM\AGENDA2007:1210AvenueP

AVENUE P, 18TH STREET AND BELLE VIEW ADDITION

PROJECT NO. 5842

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **R-DELTA ENGINEERS, INC.**, a **TEXAS** Corporation, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

W I T N E S S E T H:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **AVENUE P, 18TH STREET AND BELLE VIEW ADDITION** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering services for the City upon the terms and conditions provided herein.

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Engineer

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. Scope of Services

The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City.

III. Schedule of Work

The Engineer agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the

reasonable control of Engineer, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto and incorporated herein as Exhibit "C". The contract amount specified in Exhibit "C" shall not be exceeded without the written permission of the City.

V. Information to be Provided by the City

The City agrees to furnish, prior to commencement of work, all that information requested by Engineer and available in City's files.

VI. Insurance

Engineer agrees to meet all insurance requirements, and to require all consultants who perform work for Engineer to meet all insurance requirements, as set forth on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

VII. Indemnity

Engineer shall release, defend, indemnify and hold City and its officers, agents and employees harmless from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the services provided by Engineer and to the extent caused by the negligent act or omission or intentional wrongful act or omission of Engineer, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Engineer is legally responsible (hereinafter "Claims"). Engineer is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to approve defense counsel to be retained by Engineer in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Engineer's obligation to defend City or as a waiver of Engineer's obligation to indemnify City pursuant to this Agreement. Engineer shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Engineer fails to retain counsel within such time period, City

shall have the right to retain defense counsel on its own behalf, and Engineer shall be liable for all costs incurred by City.

VIII. Independent Contractor

Engineer covenants and agrees that Engineer is an independent contractor and not an officer, agent, servant or employee of City; that Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

IX. Assignment and Subletting

The Engineer agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

X. Audits and Records/Prohibited Interest

The Engineer agrees that at any time during normal business hours and as often as City may deem necessary, Engineer shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one (1) year from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Engineer agrees that it is aware of the prohibited interest requirements of the City Charter and Code of Conduct and will abide by the same. Further, a lawful representative of Engineer shall execute the affidavit shown in Exhibit "E". Engineer understands and agrees that the existence of a prohibited interest during the term of this contract will render the contract voidable.

XI. Contract Termination

The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Engineer. In the event of such termination, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

XII. Engineer's Opinion of Probable Construction Costs

The parties recognize and agree that any and all opinions of probable construction costs prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that any bids solicited or received in connection with the Project will not vary from opinions prepared by Engineer.

XIII. Ownership of Documents

Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article XI, Engineer will revise drawings to reflect changes made during construction and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

XIV. Complete Contract

This Agreement, including the Exhibits lettered "A" through "E", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XV. Mailing of Notices

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Plano
Engineering Department
P.O. Box 860358
Plano, TX 75086-0358

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

R-Delta Engineers, Inc.
618 Main Street
Garland, Texas 75040
ATTN: Frank A. Polma, P.E.
Vice President of Operations

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XVI. Miscellaneous

A. Paragraph Headings:

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Contract Interpretation:

Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

C. Venue/Governing Law:

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. Exclusive venue shall lie in Collin County, Texas.

D. Successors and Assigns:

City and Engineer, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability:

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date:

This Agreement shall be effective from and after execution by both parties hereto.

SIGNED on the date indicated below.

R-DELTA ENGINEERS, INC.
A Texas Corporation

DATE: 11/8/07

BY: _____
Frank A. Polma, P.E.
VICE PRESIDENT OF OPERATIONS

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

_____
Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 8th day of November, 2007, by **FRANK A. POLMA, P.E., VICE PRESIDENT OF OPERATIONS**, of **R-DELTA ENGINEERS, INC.**, a **TEXAS** corporation, on behalf of said corporation.

Michael D Packett
Notary Public, State of Texas
My Commission Expires:
May 21, 2008

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2007, by **THOMAS H. MUEHLENBECK, CITY MANAGER**, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

EXHIBIT A
SCOPE OF SERVICES

PROJECT DESCRIPTION:

1. Removal and reconstruction of existing street and sidewalk paving for the following:
   - Avenue P from 17th Street to 18th Street (800 LF +/-)
   - 18th Street from Avenue P to Redbud Lane (855 LF +/-)
   - 17th Street from Avenue N to Avenue P (1,280 LF +/-)
   - N Place from 17th Street to 18th Street (500 LF +/-)
   - O Avenue from 17th Street to 18th Street (730 LF +/-)
   - Concord Circle from 17th Street to End (175 LF +/-)

   Pavement reconstruction will include abutting driveways from new street paving to the existing right-of-way line. Profiles of roadway pavement replacement shall be at or near existing street profile.

2. Replacement of the existing water main with a new 8" water main for the following:
   - Avenue P from 17th Street to 18th Street
   - 18th Street from Avenue P to Redbud Lane
   - 17th Street from Avenue N to Avenue P
   - N Place from 17th Street to 18th Street
   - O Avenue from 17th Street to 18th Street
   - Concord Circle from 17th Street to End
   - N Avenue from 16th Place to 18th Street

   Water main replacement will include evaluation of existing fire hydrant locations and addition of new fire hydrants as required to meet City of Plano fire hydrant spacing minimum requirements.

3. No storm sewer reconstruction other than reconstruction of existing storm sewer inlets is included in the proposed improvements. No detailed drainage analysis is proposed in the project design scope of services. Inlet reconstruction will be limited to replacement of inlet tops and aprons to accommodate new paving construction.

4. Survey and cross-section work should extend through the limits of all paving reconstruction and will extend a minimum of twenty (20) feet outside of the existing right-of-way lines.

5. Right-of-way surveying shall include existing right-of-way lines, subdivision lot lines, and unplatted property lines within the limits of the proposed paving and utility reconstruction.

6. Topographic surveying shall extend through the limits of all proposed paving and utility reconstruction and a minimum of twenty (20) feet outside of the existing right-of-way or easement lines except where obstructed by existing fencing or other barriers.

7. Mapping of underground utilities will be based on available public record plans from the City of Plano and field locates provided by DIGG-TESS.

BASIC SERVICES:

A. Design Standards

1. This project shall be designed in accordance with the following:
   - Geodetic Monumentation Manual
   - Manual for Right-of-Way Management
   - Erosion & Sediment Control Manual
   - Thoroughfare Standards Rules & Regulations
   - Manual for the Design of Water & Sanitary Sewer Lines
   - Standard Construction Details
   - Barrier Free Ramp Details
   - NCTCOG Standard Specifications for Public Works Construction
   - Special Provisions to Standard Specifications for Public Works Construction
   - Sample Plan Set

2. All plans submitted to the City shall be signed and sealed in accordance with state law.

B. Research and Data Collection –

1. Meet with City of Plano engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other information available for the project area.

2. Meet with the City of Plano project manager and conduct an on-site review and walk through.

C. Design Survey –

1. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation.
3. Tie right-of-way lines and corners, property lines and corners/monuments, buildings, fence lines, trees 4-inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. TXU Elec., Verizon Telephone, Atmos Gas, Etc.).
4. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design.
5. Locate and tie existing water meter and sanitary sewer service line cleanouts for use in plotting location of existing water and sanitary sewer service tie in locations at new mains.
6. Provide roadway cross sections at a fifty-foot (50') interval relative to the project baseline and at all street intersections or other areas of significance. Cross sections are for project design review and quantity takeoffs and will be a part of the final construction plan set.
7. When underground utilities are exposed, tie to project control baseline.
8. Identify the street address of all adjacent properties to the proposed construction and show on drawings.

D. Right-of-way and Easement Requirements –

1. Prepare Schematic Layout of paving improvements (1"= 20') for use in producing preliminary list of right-of-way parcels and easements required for project construction.
2. Prepare a preliminary list of right-of-way parcels and easements necessary to construct the project (if any). Submit to the City of Plano as soon as possible and prior to the preliminary plan submittal.
3. Meet with the City of Plano Staff to determine easement and right-of-way requirements for preparation of field notes and exhibits.

E. Preliminary Design –

1. Prepare preliminary construction plans. Prepare the following sheets (22" x 34") at the engineering scale indicated:
   - Cover sheet.
   - Project layout control sheet(s). Scale 1"= 100'.
   - Quantity sheet (sheet by sheet breakdown of all quantities).
   - Typical sections and detail sheets.

- Construction phasing and temporary traffic control sheets. Scale 1"= 20'.
- Paving plan & profile sheets for street improvements. Scale 1"= 20'H; 1"=5'V.
- Water Utility Replacement Plans, Scale 1"=20'.
- SWPPP sheets meeting EPA and City of Plano requirements. Scale 1"= 40'. Include the City WORD file form, "City of Plano CIP Projects – SWPPP Operator Requirements" as a sheet in the plans as part of the SWPPP.
- Final buttoning and signage plan sheets. Scale 1"= 40'.
- Roadway Cross Sections. Scale 1"=10'H; 1"=5'V.

Information required can be combined on sheets if the information can be clearly shown and is approved by the City of Plano project manager.

4. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities.
5. Prepare outline of any special technical specifications needed for the project (if any).
6. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
7. Submit six (6) sets of preliminary plans, and one (1) set of outline of special technical specifications and preliminary statement of probable construction cost to the City for review.

   - ☐ Engineering
   - ☐ Public Works
   - ☐ Inspectors
   - ☐ Transportation
   - ☐ Parks
   - ☐ File Set

8. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.
9. Distribute the preliminary plans and proposed schedule for bidding and start of construction to local utility companies to obtain information regarding impacts to their facilities.

F. Final Design –

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Finalize construction plans for proposed improvements.
4. Finalize special technical specifications and special conditions (if any).

5. Incorporate standard details (those not included in the City of Plano Standard Details) into the construction plans and prepare additional details as required.
6. Take off final construction quantities and prepare final construction cost estimates.
7. Submit six (6) sets of pre-final plans and one (1) set of special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
8. Incorporate City final comments into the plans and bid documents.
9. Submit three (3) sets of final blue line prints, three (3) bound copies of the bid documents and one (1) unbound original bid document set to the City of Plano.
10. Attend a utility coordination meeting to start relocation process with affected franchise utilities. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities.
11. Submit one (1) set of final blue line prints and one (1) bound copy of the bid documents to the designated Material Testing Laboratory.

G. Bid Phase Services –

1. Assist the City staff in advertising for bids.
2. Furnish plans and specifications for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.
3. Furnish plans and bid documents for up to four plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
4. Assist City staff in conducting a pre-bid conference, if required.
5. Prepare and distribute addenda to bid documents as necessary.
6. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.
7. Submit a CD-ROM disk of the bid set plans in a PDF format.
8. Provide bid tabulation to the City of Plano within four working days of the bid letting.
9. Evaluate the low and second low bidders. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.
10. Assist City staff in a pre-construction conference.
11. Furnish eleven (11) full size and four (4) half size sets of final construction plans and seven (7) sets of the contract documents manual to the City for construction.

H. Construction Administration –

1. Provide periodic site visits by the design engineer in response to questions during construction with a written inspection report submitted to the City for each visit.
2. Provide written responses to requests for information or clarifications.

3. Prepare plan and quantity revisions as required for change orders. The City of Plano will prepare the actual change order and get it executed by the contractor.
4. Assist the City staff in conducting the final inspection.
5. Recommend final acceptance of work when acceptable.
6. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the City and two (2) CD-ROM disks containing scanned images of the 22" x 34" final "as constructed" blackline drawings (with "record drawing stamps" bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order.

I. Construction Control Survey –

1. Set vertical and horizontal control stakes for construction at 500' intervals, and a minimum of one at each end of the project.

SPECIAL SERVICES:

A. Right-of-Way and Easement Surveying –

1. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for one (1) right-of-way parcel on a per tract basis. Deliver three (3) reviewed and approved originals to the City.
2. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for one (1) temporary construction easement on a per tract basis. Deliver three (3) reviewed and approved originals to the City.
3. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for one (1) permanent easement on a per tract basis. Deliver three (3) reviewed and approved originals to the City.
4. Prepared exhibits with the field notes first and drawings second. Both the field notes and the drawing shall be labeled as Exhibit "A". Each parcel shall be assigned its own separate number.
5. Set new iron pins at all new corners, PC's and PT's of new right-of-way.

EXHIBIT B
SCHEDULE OF WORK

TASK DESCRIPTION	MONTHS											
	1	2	3	4	5	6	7	8	9	10	11	12
RESEARCH AND DATA COLLECTION/SITE VISITS												
FIELD R.O.W., TOPOGRAPHIC AND UTILITY SURVEYING												
ROADWAY AND UTILITY SCHEMATICS/DA MAPS												
CITY REVIEW OF SCHEMATICS/DA MAPS												
PRELIMINARY DESIGN PHASE												
CITY REVIEW OF PRELIMINARY PLANS												
FINAL DESIGN PHASE												
CITY REVIEW OF FINAL PLANS												
PREPARE FINAL PS&E/FINAL SUBMITTAL FOR BIDDING												

Comments:
Proposed schedule is for project completion in seven and one half calendar months. City of Plano review periods are estimated. Contract time shall be suspended for review times in excess of those shown on this schedule. Field surveying schedule is dependent upon weather conditions.

R-DELTA ENGINEERS, INC.

PROJECT DESIGN SCHEDULE
AVE P, 18TH ST. AND BELLE VIEW ADDITION
PROJECT NUMBER 5842
CITY OF PLANO, TEXAS

Project #
Code
Page 1 of 1

EXHIBIT C
PAYMENT SCHEDULE

AVENUE P, 18TH STREET AND BELLE VIEW ADDITION PAVING AND UTILITY RECONSTRUCTION
PROJECT NUMBER 5842

WORK STAGE SUBMITTAL OR COMPLETION	TOTAL
1. Preliminary Engineering/Field Survey Phase	$ 60,495.
2. Preliminary Design Phase	67,365.
3. Final Design Phase	48,330.
4. Bid Phase	5,150.
5. Contract Administration	11,300.
Total Basic Fee	$ 192,640.
6. Special Services –	
a. Permanent ROW Descriptions/Monuments (1@760.)	760.
b. Temp. Construction Esmt. Descriptions (1@310.)	310.
c. Permanent Easement Descriptions (1@310.)	310.
Total Special Services	$ 1,380.
Total Fee	**$ 194,020.**

EXHIBIT "D"

ENGINEERING

INSURANCE

INSURANCE: (Review this section carefully with your insurance agent prior to bid or proposal submission. See "Insurance Checklist" on the last page or specific coverages applicable to this contract).

1. General Insurance Requirements:

1.1 The Engineer (hereinafter called "Engineer") shall not start work under this contract until the Engineer has obtained at his own expense all of the insurance called for here under and such insurance has been approved by the City. Approval of insurance required of the Engineer will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.

1.2 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."

NOTE: The words "endeavor to" and "but failure to mail such notice shall impose no obligation to liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Engineer from any liability or obligation imposed upon the provisions of the Contract.

1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Engineer's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.

1.4.1 The following definition of the term "City" applies to all policies issued under the contract:

The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.

1.5 The Engineer shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the

Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.

1.6 Engineer agrees to defend and indemnify the City of Plano, its officers, agents and employees as provided in Paragraph VII. of this contract.

1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Engineer fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Engineer, and the Engineer shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.

1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.

1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class VI" or better in the latest edition of A.M. Best, or A or better by Standard and Poors, unless the City grants specific approval for an exception.

1.10 Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Engineer. Engineer may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

2. <u>Engineer's Insurance - "Occurrence" Basis:</u>

2.1 The Engineer shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Checklist.

2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:

i. General aggregate limit is to apply per project;

ii. Premises/Operations;

iii. Actions of Independent Contractors;

iv. Contractual Liability including protection for the Engineer from claims arising out of liability assumed under this contract;

v. Personal Injury Liability including coverage for offenses related to employment;

vi. Explosion, Collapse, or Underground (XCU) hazards; if applicable. This coverage required for any and all work involving drilling, excavation, etc.

2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability.

2.1.3 Workers' Compensation - statutory benefits as required by the State of Texas, or other laws as required by labor union agreements, including Employers' Liability coverage.

2.2 Professional Errors and Omissions

The Engineer shall carry Professional Liability insurance which will pay for injuries arising out of negligent errors or omissions in the rendering, or failure to render professional services under the contract, for the term of the Contract and up to three years after the contract is completed in the amount shown in the Checklist.

Professional Errors and Omissions, Limit $1,000,000
per claim and aggregate

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required	Limits (Figures Denote Minimums)
_X_ 1. Workers' Compensation & Employers' Liability	Statutory limits of State of Texas $100,000 accident $100,000 disease $500,000 policy limit disease
___ 2. For Future Use	
___ 3. City Approved Alternative Workers' Comp. Program	$150,000 medical, safety program
___ 4. General Liability	Complete entry No. 26 Minimum $500,000 each occurrence $1,000,000 general aggregate
___ 5. General aggregate applies per project (CGL)	
___ 6. Premises/Operations	(Items No. 3-10 & 12 require)
___ 7. Independent Contractors	$500,000 combined single limit for bodily injury and property damage
___ 8. Products	damage each occurrence with
___ 9. Completed Operations	$1,000,000 general aggregate that applies to project under contract
___ 10. Contractual Liability	
___ 11. Personal Injury Liability	$500,000 each offense & aggregate
___ 12. XCU Coverages	
___ 13. Automobile Liability	$500,000 Bodily Injury & Property
___ 14. Owned, Hired & Non-owned	Damage each accident
___ 15. Motor Carrier Act Endorsement	
_X_ 16. Professional Liability	$1,000,000 each claim and aggregate
___ 17. Garage Liability	$_____BI & PD each occurrence

___ 18. Garagekeepers' Legal $_____- Comprehensive
$_____- Collision

___ 19. Owners Protective Liability $500,000 Combined single limits

___ 20. City named as additional insured on General Liability policy.. This coverage is primary to all other coverages the City may possess.

_X_ 21. City provided with Waiver of Subrogation on Workers' Compensation or Alternative program if applicable.

_X_ 22. Ten (10) days notice of cancellation, [redacted] required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 23. The City of Plano prefers an A.M. Best's Guide Rating of "A-", "VI" or better or Standard and Poors Rating AA or better; Authorized to do business in the State of Texas (not applicable for workers' compensation assigned through pool or alternative compensation programs).

_X_ 24. The Certificate must state project title and project number.

_X_ 25. Other Insurance Required:

INSURANCE AGENT'S STATEMENT

I have reviewed these requirements with the Engineer named below. Additionally:

_X_ 26. The above policy(s) carry the following deductibles: **Professional Liability - $15,000 Deductible**

Full limits of coverage available for:
General Liability_____ Professional Liability **To the Best of our Knowledge**

Automobile Liability_____

_X_ 27. Liability policies are (indicate):

OCCURRENCE [ ] CLAIMS MADE [X] – PROFESSIONAL LIABILITY

Patrick P. McLaughlin

11/08/2007

Signature Date

PATRICK P. MCLAUGHLIN / MCLAUGHLIN BRUNSON INSURANCE AGENCY

Insurance Agent (Print)

R-DELTA ENGINEERS, INC.

Name of Insured

11/08/2007

Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 11/08/2007

PRODUCER
McLaughlin Brunson Insurance Agency, LLP
9535 Forest Lane
Suite 118
Dallas TX 75243

INSURED
R-Delta Engineers, Inc.
618 Main Street
Garland TX 75040

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: Hudson Insurance Company
INSURER B: Travelers Indemnity Company
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB5979Y319	05/01/2007	05/01/2008	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	OTHER Professional Liability	AEE71732-01	01/30/2007	01/30/2008	$1,000,000 Per Claim/Aggregate	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: Project #5842 - Avenue P, 18th Street and Belle View Addition. The claims made professional liability coverage is the total aggregate limit for all claims presented within the policy period and is subject to a deductible. A Waiver of Subrogation is shown in favor of the the City of Plano on the Workers Compensation coverage.

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER: ____

City of Plano
PO Box 860358
Plano TX 75086-0358

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~ENDEAVOR TO~~ MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT~~, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES~~.

AUTHORIZED REPRESENTATIVE
Melissa Pratt

F-23

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ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required	Limits (Figures Denote Minimums)
_X_ 1. Workers' Compensation & Employers' Liability	Statutory limits of State of Texas $100,000 accident $100,000 disease $500,000 policy limit disease
___ 2. For Future Use	
___ 3. City Approved Alternative Workers' Comp. Program	$150,000 medical, safety program
_X_ 4. General Liability	Complete entry No. 26 Minimum $500,000 each occurrence $1,000,000 general aggregate
_X_ 5. General aggregate applies per project (CGL)	
_X_ 6. Premises/Operations	(Items No. 3-10 & 12 require)
_X_ 7. Independent Contractors	$500,000 combined single limit for bodily injury and property damage
___ 8. Products	damage each occurrence with
___ 9. Completed Operations	$1,000,000 general aggregate that applies to project under contract
_X_ 10. Contractual Liability	
_X_ 11. Personal Injury Liability	$500,000 each offense & aggregate
___ 12. XCU Coverages	
_X_ 13. Automobile Liability	$500,000 Bodily Injury & Property
_X_ 14. Owned, Hired & Non-owned	Damage each accident
___ 15. Motor Carrier Act Endorsement	
X 16. Professional Liability	$1,000,000 each claim and aggregate
___ 17. Garage Liability	$_____BI & PD each occurrence

___ 18. Garagekeepers' Legal $_____- Comprehensive
$_____- Collision

___ 19. Owners Protective Liability $500,000 Combined single limits

_X_ 20. City named as additional insured on General Liability policy. This coverage is primary to all other coverages the City may possess.

___ 21. City provided with Waiver of Subrogation on Workers' Compensation or Alternative program if applicable.

_X_ 22. Ten (10) days notice of cancellation, non-renewal, material change or coverage reduction endorsement required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 23. The City of Plano prefers an A.M. Best's Guide Rating of "A-", "VI" or better or Standard and Poors Rating AA or better; Authorized to do business in the State of Texas (not applicable for workers' compensation assigned through pool or alternative compensation programs).

_X_ 24. The Certificate must state project title and project number.

_X_ 25. Other Insurance Required:

INSURANCE AGENT'S STATEMENT

I have reviewed these requirements with the Engineer named below. Additionally:

_X_ 26. The above policy(s) carry the following deductibles:_____

Full limits of coverage available for:
General Liability_____ Professional Liability _____
Automobile Liability_____

_X_ 27. Liability policies are (indicate):

OCCURRENCE [✓] CLAIMS MADE [ ]

Signature Date

GENE POOL
Insurance Agent (Print)

R DELTA ENGINEERS, INC
Name of Insured

11/8/07
Date

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/08/2007

PRODUCER
GENE POOL INSURANCE
615 MAIN STREET
GARLAND, TX 75040
972-494-2200

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED R-DELTA ENGINEERS, INC.
618 Main Street
Garland, TX 75040
972-494-5031

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: CNA	
INSURER B: FARMERS INSURANCE	
INSURER C: AIG	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	2057487491	08-20-07	08-20-08	EACH OCCURRENCE	$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 100,000
						MED EXP (Any one person)	$ 10,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
						PRODUCTS - COMP/OP AGG	$2,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [X] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [ ] NON-OWNED AUTOS	06941-33-59	05-15-07	05-15-08	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
C		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION 10000		08/20/07	08/20/08	EACH OCCURRENCE	$2,000,000
						AGGREGATE	$2,000,000
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATUTORY LIMITS [ ] OTHER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS ADDITIONAL INSURED.
Avenue P, 18th Street and Belle View Addition - Project No. 5842

CERTIFICATE HOLDER

CITY OF PLANO

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~ENDEAVOR TO~~ MAIL XXXXXX 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE ~~LEFT, BUT~~ FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

~~AUTHORIZED REPRESENTATIVE~~

ACORD 25 (2001/08)

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f-28

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer of R-Delta Engineers, Inc. (herein "Contractor") is either employed by the City of Plano or is an elected official of the City of Plano and who has a financial interest, direct or indirect, in any contract with the City of Plano or has a financial interest, directly or indirectly, in the sale to the City of Plano of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Plano City Charter, interest represented by ownership of stock by a City of Plano employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

R-DELTA ENGINEERS, INC
Name of Consultant

By: _____
Signature

FRANK A. POLMA, PE
Print Name

VP OPERATIONS
Title

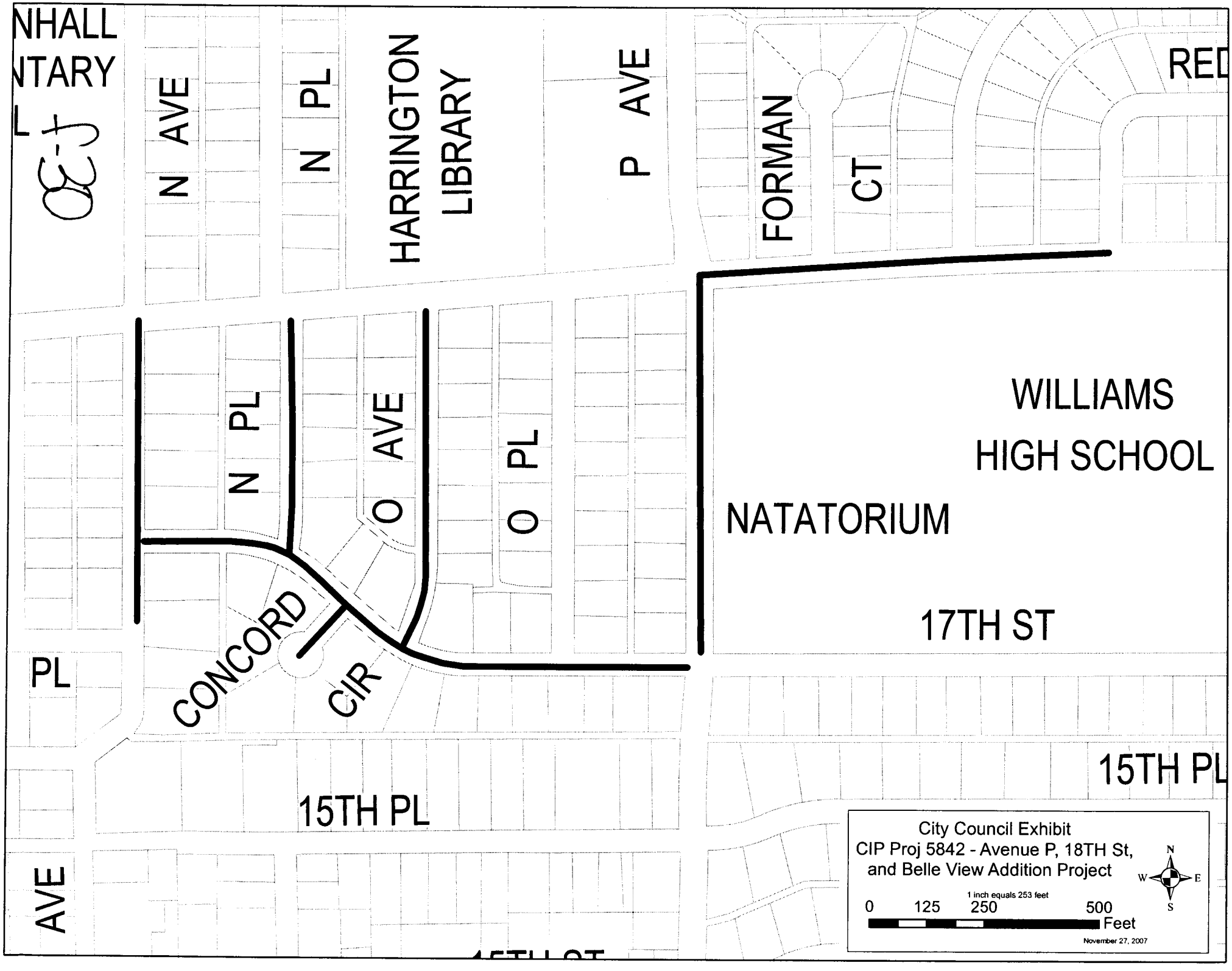
11/8/07
Date

STATE OF TEXAS §
§
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this 8th day of NOVEMBER, 20 07.

Michael D Packett
Notary Public, State of Texas
My Commission Expires:
May 21, 2008

_____
Notary Public, State of Texas


NHALL
NTARY
L
N AVE
N PL
HARRINGTON
LIBRARY
P AVE
FORMAN
CT
RED
N PL
O AVE
O PL
WILLIAMS
HIGH SCHOOL
NATATORIUM
17TH ST
CONCORD
CIR
PL
15TH PL
15TH PL
AVE
City Council Exhibit
CIP Proj 5842 - Avenue P, 18TH St,
and Belle View Addition Project
1 inch equals 253 feet
0 125 250 500
Feet
November 27, 2007
N
W
E
S

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	12/10/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Purchasing		Initials	Date
Department Head	Mike Ryan	Executive Director		
Dept Signature:		~~City~~ Manager		11/27/07
Agenda Coordinator (include phone #):	Dianna Wike Ext. 5512			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☒ OTHER MODIFICATION

CAPTION

Contract Modification #1 to UBM Enterprise, Inc. increasing the contract by $179,961.24 for Custodial Services – Various Locations. (2007-63-C).

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

2007-08 FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	1,530,898	0	**1,530,898**
Encumbered/Expended Amount	0	-1,142,050	0	**-1,142,050**
This Item	0	-179,961	0	**-179,961**
BALANCE	0	208,887	0	**208,887**

FUND(S): GENERAL FUND

COMMENTS: Funds are included in the 2007-08 Facilities Services Department budget. This modification, in the amount of $179,961, will leave a current year balance of $208,887 for other contractual professional services.

STRATEGIC PLAN GOAL: Custodial services for the City facilities relate to the City's Goal of Service Excellence.

SUMMARY OF ITEM

Annual Contract With Renewals

Staff recommends approval of Contract Modification # 1. This modification will revise the scope of Contract 2007-63-C, Custodial Services – Various Locations, to include seven additional locations for the City increasing the annual amount from $962,272.95 to $1,142,234.19.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Bid Summary	

MEMORANDUM

TO: Dianna Wike, Buyer II

FROM: Richard Medlen, Facilities Maintenance Superintendent

DATE: November 12, 2007

SUBJECT: CUSTODIAL CONTRACT 2005-1-C

The Custodial contract # 2005-1-C with White Glove Janitorial will expire January 26, 2008 with no renewals. I am recommending that the Custodial Services provided under this contract be added to Contract # 2007-63-C with UBM, Inc. I have reviewed their proposal for $179,961.24, which would be an increase of 18.7% on their current contract of $962,272.95. Their proposal will also meet the Green Seal cleaning standards for the additional 7 City of Plano Facilities. Therefore, it is my recommendation that the 7 additional City of Plano Facilities be added to UBM, Inc existing contract.

If you have any questions, please let me know.

/rmt

Cc: Bill Morris, Facilities Manager
Robert Newby, Facilities Services Supervisor

Attachment

g-2

UBM
United Building Maintenance, Inc

city of plano

CUSTODIAL SERVICES PROPOSAL

for

City of Plano

7 Additional Facilities

TO:
Dianna Wike, C.P.M.
City of Plano – Purchasing
1520 Avenue K, Suite 370
Plano, TX 75704

FROM:
MG Cox Jr., President
UBM Inc.
11102 Ables Lane
Dallas, Texas 75229
(972) 243-5273 (phone)
(972) 243-0737 (fax)
mg@ubmhq.com (email)

g-3

Custodial Services for 7 Additional Facilities

Pricing Work Sheet Form

	Facility	Sq. Ft.	Frequency	Green Seal Cost Sq.Ft. Month	Green Seal Cost Sq.Ft. Yearly
1.	Facilities Building 4850 East 14th Street	5,962	5 days/wk	$565.66	$6,787.92
2.	Radio Communications 925 22nd Street	3,971	5 days/wk	$242.92	$2,915.04
3.	Animal Shelter 4028 W. Plano Pkwy.	18,624	5 days/wk	$1,402.89	$16,834.68
3A.	Animal Shelter 4028 W. Plano Pkwy.	18,624	2 days/wk	$437.02	$5,244.24
4.	Parr Library 6200 Windhaven Pkwy.	30,000	5 days/wk	$1,924.79	$23,097.48
4A.	Parr Library 6200 Windhaven Pkwy.	30,000	2 days/wk	$577.44	$6,929.28
5.	Courtyard Theater 1517 Avenue H	20,000	5 days/wk	$1,417.34	$17,008.08
5A.	Courtyard Theater 1517 Avenue H	20,000	2 days/wk	$545.94	$6,551.28
6.	Cox Building 1509 Avenue H	10,016	5 days/wk	$708.84	$8,506.08
6A.	Cox Building 1509 Avenue H	10,016	2 days/wk	$273.02	$3,276.24
7.	Joint-Use Facility 7501(A) Independence	23,509	5 days/wk	$1,756.02	$21,072.24
7A.	Joint-Use Facility 7501(A) Independence	23,509	2 days/wk.	$315.52	$3,786.24
8.	Day Custodian Rover	City-Wide	5 days/wk	$1,609.79	$19,317.48
9.	Project Floor/Detail Person	Various Locations	5 days/wk	$1,609.79	$19,317.48
10.	Project Floor/Detail Person	Various Locations	5 days/wk	$1,609.79	$19,317.48

Total Item 1 thru Item 10

1. Green Seal Cost Yearly **$179,961.24**

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CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	12/10/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Parks and Recreation		Initials	Date
Department Head	Don Wendell	Executive Director		11/30/07
Dept Signature:	Don Wendell	City Manager		11-30-07
Agenda Coordinator (include phone #):	Susan Berger (7255)			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☒ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

A change order to Dean Electric, Inc., dba Dean Construction, deleting certain requirements and adding others resulting in an overall decrease in the contract by $61,817.00 for Enfield Park Improvements, Project No. 5720, Change Order #1 (Bid No. 2007-101-B).

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	800,870	762,130	495,000	**2,058,000**
Encumbered/Expended Amount	-800,870	-246,475	0	**-1,047,345**
This Item	0	61,817	0	**61,817**
BALANCE	0	577,472	495,000	**1,072,472**

FUND(S): **PARK IMPROVEMENT CIP**

COMMENTS: This change order will modify the scope of work, decreasing the amount of the existing contract by $61,817 which will increase the current year balance to $577,472 for the Athletic Field Improvements project.

STRATEGIC PLAN GOAL: Modifications to contracts for park improvements relate to the City's Goal of Premier City in which to live.

SUMMARY OF ITEM

Staff recommends a deduct change order in the amount of $61,817.00 to the Enfield Park Improvements project. This will change the contract amount from $2,191,609.00 down to $2,129,792.00 (-2.82%).

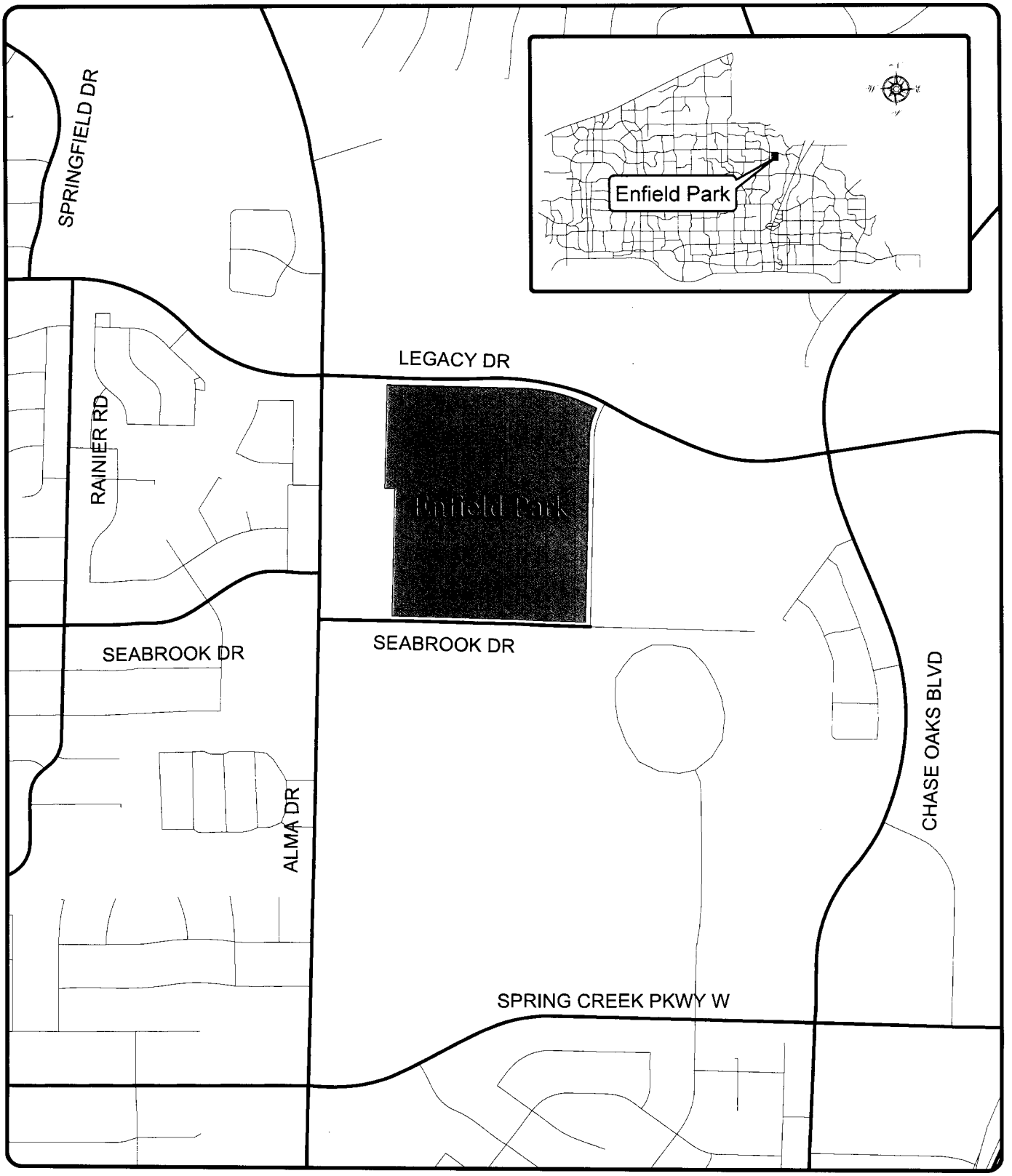
This change order deducts decorative asphalt paving ($173,530) and adds a fenced storage area ($111,713) with an asphalt paved surface and screening for a net deduction of $61,817 from the contract. The cost of the decorative asphalt paving exceeded the original estimate. Staff believes the cost of the decorative paving outweighs the benefit. The storage area will facilitate more efficient maintenance of the park.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Location Map Change Order	

Parks & Recreation Department
City of Plano, Texas

Enfield Park

Location Map



0.2 0.1 0 0.2 Miles

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CHANGE ORDER NO. 1

ENFIELD PARK IMPROVEMENTS
PROJECT NO. 5720
PURCHASE ORDER NO. 103254
CIP NO. 35-53307-8331 & 32-28852-8331
BID NO. 2007-101-B

A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into by the **CITY OF PLANO, TEXAS** and **DEAN ELECTRIC, INC. dba DEAN CONSTRUCTION** for the **ENFIELD PARK IMPROVEMENTS PROJECT**, dated **APRIL 23, 2007.**

B. DESCRIPTION OF CHANGE

The change order is for **DEDUCTING** the following item: Decorative Asphalt Paving and **ADDING** for the following items: Excavation, 6" of flexbase & 2" asphalt, barricades, two concrete drive approaches, a fence, two pipe rail gates, and backfill/fine grade.

C. EFFECT OF CHANGE

This change order will have the following effect on the cost of this project:

ITEM NO.	*ITEM DESCRIPTION*	*ORIGINAL QUANTITY*	*REVISED QUANTITY*	*UNIT*	*UNIT PRICE*	*AMOUNT OF CHANGE*
4	Decorative Asphalt Paving	1	0		$173,530.00	-$173,530.00
	Excavation	0	1		$9,118.00	$9,118.00
	6" of flexbase & 2" asphalt	0	1		$78,353.00	$78,353.00
	Barricades	0	1		$882.00	$882.00
	Concrete Drive approaches, 2 ea	0	1		$2,500.00	$2,500.00
	Fence	0	1		$17,401.00	$17,401.00
	Pipe Rail Gates, 2 ea	0	1		$2,400.00	$2,400.00
	Backfill/fine grade	0	1		$1,059.00	$1,059.00
	TOTAL:					**-$61,817.00**

Items will be charged to Account No. 32-28852.

Original Contract Amount	$ 2,191,609.00
Contract Amount (Including Previous Change Orders)	$ 2,191,609.00
Amount, Change Order No. 1	**$ -61,817.00**
Revised Contract Amount	**$ 2,129,792.00**
Total Percent Increase Including Previous Change Orders	**-2.82%**

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add 180 days to this project:

Amount (Including Previous Change Orders)	Complete by September 1, 2007
Amount, Change Order No. 1	**107** working days
Revised Contract Time	**Complete by February 1, 2008**
Total Percent Increase Including Previous Change Orders	

E. AGREEMENT

By the signatures below, duly authorized agents of the City of Plano, Texas and **DEAN ELECTRIC, INC. dba DEAN CONSTRUCTION**, do hereby agree to append this Change Order No. 1 to the original contract between themselves, dated APRIL 23, 2007.

OWNER: CITY OF PLANO

By: _____
(signature)
Print Name: Thomas H. Muehlenbeck
Print Title: City Manager

Date: _____

CONTRACTOR: DEAN ELECTRIC, INC. dba DEAN CONSTRUCTION

By: _____
(signature)
Print Name:
Print Title:

Date: _____

APPROVED AS TO FORM:

By: _____
Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 200__, by _____, _____ of **DEAN ELECTRIC, INC. dba DEAN CONSTRUCTION**, a **Texas** corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 200__, by **THOMAS H. MUEHLENBECK, CITY MANAGER** of the **City of Plano, Texas,** a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

_____
Notary Public, State of Texas

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	12/10/2007	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Library Administration		Initials	Date
Department Head	Joyce Baumbach	Executive Director		11-27-07
Dept Signature:	Joyce Baumbach	City Manager		11/26/07
Agenda Coordinator (include phone #):	Mary Ann Dunnavant (Ext. 4208)			

ACTION REQUESTED: ☐ ORDINANCE ☒ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT OTHER ☐

CAPTION

Approving receipt of funds in the amount of $125,801.00 from the Texas State Library and Archives Commission – Loan Star Libraries to fund the following for Plano Public Library System (PPLS): gaming equipment for teen and adult programming, OCLC language sets, large print books, books on CD, DVDs, Great Courses DVDs, downloadable audios, event registration software, color poster printer, 5 digital projectors, and English and Spanish computer class instructors; and authorizing the City Manager or his designee to execute all necessary documents for receipt of the funding.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☒ REVENUE ☐ CIP

FISCAL YEAR: 2007-2008	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	**0**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	125,801	0	**125,801**
BALANCE	**0**	125,801	0	**125,801**

FUND(S): STATE LIBRARY GRANTS

COMMENTS: The grant contract, if approved, provides funding in the amount of $125,801 for Plano Public Library System purchases and programs.

STRATEGIC PLAN GOAL: This item relates to the City's Goal of Premier City In Which To Live and Service Excellence.

SUMMARY OF ITEM

Plano Public Library System recommends Plano City Council approve this grant from the Texas State Library and Archives Commission - Loan Star Libraries Program to fund the following for Plano Public Library System (PPLS) gaming equipment for teen and adult programming, OCLC language sets, large print books, books on CD, DVDs, Great Courses DVDs, downloadable audios, event registration software, color poster printer, 5 digital projectors, and English and Spanish computer class instructors. Cost for the items listed above shall not exceed $125,801.00.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
1. Letter from Loan Star Libraries August 15, 2007	

Texas State Library and Archives Commission

Lorenzo de Zavala State Archives and Library Building

P.O. Box 12927
Austin, Texas
78711-2927

1201 Brazos St.
Austin, Texas
78701

www.tsl.state.tx.us

Commission Chairman
Sandra J. Pickett

Members
Sharon T. Carr
Diana Rae Hester Cox
Martha Doty Freeman
Cruz G. Hernandez
Sandra G. Holland
Sally Reynolds

Director and Librarian
Peggy D. Rudd

Assistant State Librarian
Edward Seidenberg

DATE: August 15, 2007
TO: **Plano Public Library System, Plano**
FROM: Wendy Clark WC
Manager, Loan Star Libraries Program
RE: Fiscal Year 2008 Loan Star Libraries Grant Award and Additional Instructions
CC: **City of Plano**

Congratulations! Your library will receive a Loan Star Libraries grant award in the amount of **$125,801.00.** Loan Star Libraries (LSL) is the direct state aid grant program for Texas public libraries administered by the Texas State Library and Archives Commission.

Your library's Federal-State Cooperative System (FSCS) number is **TX0228.** You will use this number to log in when submitting your library's Plan of Action and reporting forms. Keep this number handy; it will be used throughout the grant year.

In order to expedite receipt of your upcoming grant funds, please make certain you have fulfilled all requirements from last year's LSL grant:

- Performance and Financial Status reports for FY07; review the FY07 contract for information on grant reporting and respond immediately to any requests we send
- Unspent funds from FY07; amounts of $25.00 and over must be returned. Refer to your contract for specific requirements

We must receive all prior reports before we can send your FY08 contract. Be prompt in completing FY07 reporting and ensure that all FY07 funds are encumbered or spent by August 31, 2007.

Now on with the new year! The Plan of Action is your library's grant application and tells us how you would like to spend your FY08 award. It is available on the LSL section of the agency website at http://www.tsl.state.tx.us/ld/funding/loanstar. Bookmark this page and use the menu on the left side for information and forms you'll need throughout the coming year. Remove all previously bookmarked LSL pages for forms, etc. so you will have access to the current versions on the website. **The deadline for receipt of the Plan of Action is October 31, 2007.**

We will contact you if we have any questions about your Plan of Action. If you need to change your funding categories after the contract has been issued, you may do so by following the guidelines outlined in your contract.

We'd like to remind you to acknowledge the Texas State Library and Archives Commission when you use your LSL funding to enhance your library's projects. Publicity relating to the grant must include acknowledgement of the Commission whenever possible and practical. Publicity includes, but isn't limited to press releases, media events, public events, displays, announcements on your website, and materials for the grant project. We also request that you provide us with one set of all public relations materials produced under this grant when you submit your final financial status report. Check your contract for other guidelines.

Again, congratulations on your award! We hope this funding will be a benefit to the community you serve. If you have any questions, please contact me.

Phone: 512-463-5475; fax: 512-463-8800
E-mail: wendy.clark@tsl.state.tx.us

Loan Star Libraries

Making information work for all Texans

i-2

Encl: Administrative Rules, Assignment of Costs, Important Dates, TexShare Database Fees

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING RECEIPT OF FUNDS IN THE AMOUNT OF $125,801.00 FROM THE TEXAS STATE LIBRARY AND ARCHIVES COMMISSION – LOAN STAR LIBRARIES TO FUND THE FOLLOWING FOR PLANO PUBLIC LIBRARY SYSTEM (PPLS): GAMING EQUIPMENT FOR TEEN AND ADULT PROGRAMMING, OCLC LANGUAGE SETS, LARGE PRINT BOOKS, BOOKS ON CD, DVDS, GREAT COURSES DVDS, DOWNLOADABLE AUDIOS, EVENT REGISTRATION SOFTWARE, COLOR POSTER PRINTER, 5 DIGITAL PROJECTORS, AND ENGLISH AND SPANISH COMPUTER CLASS INSTRUCTORS; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS FOR RECEIPT OF THE FUNDING.

WHEREAS, the City of Plano Public Library System has applied for and received funds in the amount of $125,801.00 from the Texas State Library and Archives Commission – Loan Star Libraries to fund the following for Plano Public Library System (PPLS): gaming equipment for teen and adult programming, OCLC language sets, large print books, books on CD, DVDs, Great Courses DVDs, downloadable audios, event registration software, color poster printer, 5 digital projectors, and English and Spanish computer class instructors; and

WHEREAS, the City of Plano Public Library System desires to sign a grant contract between the Texas State Library and Archives Commission and the City of Plano for receipt of grant funds in the amount of $125,801.00 (see Exhibit "A"); and

WHEREAS, the City Council of the City of Plano, Texas, finds that the public's best interest is served by authorizing receipt of the monies from the Texas State Library and Archives Commission – Loan Star Libraries to fund the following for Plano Public Library System (PPLS): gaming equipment for teen and adult programming, OCLC language sets, large print books, books on CD, DVDs, Great Courses DVDs, downloadable audios, event registration software, color poster printer, 5 digital projectors, and English and Spanish computer class instructors.

NOW THEREFORE, THE CITY COUNCIL FOR THE CITY OF PLANO, TEXAS, RESOLVES THAT:

Section I. The Plano Public Library System has approval to accept the $125,801.00 funding grant from the Texas State Library and Archives Commission –

Loan Star Libraries. The City Manager or his designee shall execute all necessary documents for receipt of the funding.

SECTION II. The monies from the grant shall fund the following for Plano Public Library System (PPLS): gaming equipment for teen and adult programming, OCLC language sets, large print books, books on CD, DVDs, Great Courses DVDs, downloadable audios, event registration software, color poster printer, 5 digital projectors, and English and Spanish computer class instructors.

Section III. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the _____day of _____ 2007.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane Wetherbee, CITY ATTORNEY

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TEXAS STATE LIBRARY & ARCHIVES COMMISSION
LOAN STAR LIBRARIES GRANT
Grant Type A - $50,000 and Over

Grant Number: 442-08388

ORIGINAL

I. CONTRACTING PARTIES

Grantor: Texas State Library and Archives Commission (TSLAC)

Grantee: City of Plano, Plano Public Library System
2501 Coit Rd
Plano, Texas 75075

II. TERM OF GRANT

September 1, 2007, to August 31, 2008 (SFY 2008)

III. STATEMENT OF SERVICES TO BE PERFORMED

The Grantee acknowledges that the intent of the grant is to provide funds to maintain, improve, and enhance local library services, and to provide Texans who are not residents of a particular community access to and services from the many participating public libraries in Texas. Grant funds must be used to meet TSLAC goals. The Grantee must report information relating to best practices and performance outcomes. The Grantee will comply during the period of this contract and provide services as outlined within the Plan of Action submitted by the Grantee (Loan Star Libraries Grant for State FY08) as approved by the Grantor. The approved Plan of Action becomes part of this contract by this reference.

IV. GRANT AMOUNTS AND DISBURSEMENT REQUIREMENTS

A. The total amount of the grant shall not exceed: $125,801.00

B. Source of funds: General Revenue, State Fiscal Year 2008

C. The Grantee must request payments from Grantor on the TSLAC Request for Funds Form (RFF). Requests may be submitted to Grantor no more often than once per month, and no less often than once per quarter. Funds will be paid to the Grantee provided Grantor has received a fully executed contract and Grantee has fulfilled all requirements for preceding contracts.

D. The Grantee is restricted to one of two methods for requesting funds from Grantor. The Grantee may request reimbursement of actual expenditures for the Grantee's normal billing cycle, or advance payment for estimated expenditures to be incurred for the upcoming 30 days. Only Grantees that provide documentation to demonstrate a lack of sufficient working capital and the ability to minimize the time elapsing between transfer of funds from Grantor and disbursement of grant funds will be allowed to request advance payments.

E. Payments of advance funds will be disbursed by the first working day of the advance period provided RFF Form is received by Grantor no later than the 14th of the previous month. Should excessive cash balances be maintained, Grantee may be required to use the reimbursement process. Grantor must receive final request for advance no later than **July 15, 2008.** Grantor must receive final request for reimbursement no later than **October 15, 2008.**

F. The Grantee may not obligate or encumber grant funds after **August 31, 2008**. All obligations and encumbrances must be liquidated or paid no later than **October 15, 2008.**

G. All unexpended funds in excess of $25.00 must be returned to Grantor with the Final Financial Status Report (FSR). See Section VII. B. of this contract for FSR due dates.

H. Interest earned in excess of $100 must be returned to Grantor, per requirements in the State of Texas Uniform Grant Management Standards (UGMS).

I. The Grantee will add any program income to the funds committed to the grant, using such program income for the purposes and under the conditions of the grant. The source and amount of the program income must be explained in Section 9 of the TSLAC FSR.

J. Per the approved grant application, funds are authorized according to the following budget:

Personnel	
Fringe Benefits	
Travel	
Equipment/Property	$19,900.00
Supplies	$95,109.00
Contractual	$10,792.00
Other	
Total	$125,801.00
Indirect Costs	
Total	$125,801.00

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V. WRITTEN REQUEST FOR FISCAL AND PROGRAMMATIC CHANGES

The Grantee must request written prior approval for fiscal and/or programmatic changes as outlined in this Section. Grantee must submit request for program and/or fiscal changes on the Loan Star Libraries Grant Program Revision Form. Under no condition may a Grantee request to exceed the total grant amount. Grantor must receive all change requests no later than **July 31, 2008**. Requests received after this date will be considered on a case-by-case basis. **Grantee must receive written approval from Grantor before obligating or expending grant funds under any of the following conditions.**

A. Fiscal changes must have an approved Budget Revision under any of the following conditions:
   1. Making cumulative transfers among budget cost categories or projects which are expected to exceed ten (10) percent of the total grant; and/or,
   2. Transferring any funds into a budget cost category that currently equals zero ($0); and/or,
   3. Changing the items listed in the approved budget categories if an item's cost or features are substantially different from what the approved grant application specifies, or from a previously approved fiscal or program revision.

B. Programmatic changes to the approved application (Loan Star Plan of Action) must have an approved Program Revision under the following conditions:
   1. Obtaining the services of a third party to perform activities that are central to the purposes of the grant; and/or,
   2. Changing the scope or objectives of the approved program, regardless of whether there is an associated Budget Revision. A change in scope is a substantive difference in the approach or method used to reach program objectives.

VI. EQUIPMENT AND PROPERTY REQUIREMENTS

A. Fiscal changes to items listed in the Equipment/Property category specified in Section IV. J of this contract require written prior approval. This is defined as the cost of the equipment and/or property, including any cost necessary to put the item into service, such as the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make the item usable for the purpose for which it is acquired. Ancillary charges, such as taxes, duty, protective in-transit insurance, freight, and installation may be included in, or excluded from the expenditure cost in accordance with the Grantee's regular accounting practices and Generally Accepted Accounting Practices (GAAP).

B. The Grantee will comply with UGMS Part III, Subpart C, Sec. 32 (d)(3) requiring certain items of equipment to be maintained on inventory if the item's cost is between $500 and $1000.

C. The Grantee agrees to submit the most current TSLAC Equipment/Property Acquired Form with the Final FSR, but no later than **October 31, 2008**, for all equipment/property purchased with grant funds during the FY08 grant year. This list must balance with the equipment/property purchased under the approved grant application and all subsequently approved Budget and/or Program Revisions.

D. Grantee must furnish a statement to Grantor certifying the governing entity's capitalization level with the approved grant application or the first RFF submitted. Grantee agrees to maintain records on all equipment/property with an acquisition cost above governing entity's capitalization level.

E. Subject to the obligations and conditions set forth in the UGMS Part III, Subpart C, Sec. 32, title to equipment acquired under a grant will vest in the Grantee upon acquisition. Grantee must include any equipment/property acquired with grant funds in the required bi-annual property inventory, and follow the UGMS Part III, Subpart C, Sec. 32 (d) that requires the Grantee to reconcile the equipment/property records with a physical inventory of the equipment/property every two years. This bi-annual inventory does not need to be submitted to Grantor, but must be maintained by the Grantee and will be subject to review by Grantor. When property is vested in the Grantee, Grantee will dispose of equipment/property in accordance with the UGMS Part III, Subpart C, Sec. 32 (e). When the Grantee has been given federally- or state-owned equipment/property, Grantee will follow the UGMS Part III, Subpart C, Sec. 32 (f).

VII. REPORTING REQUIREMENTS

The State Legislature has charged Grantor with submitting performance measurement reports that specify the level of services provided by its programs and services. In accepting the grant funds, the Grantee acknowledges responsibility for performing certain services on behalf of Grantor, as outlined in the approved Plan of Action. Therefore, the Grantee is responsible for submitting periodic reports that reflect the Grantee's level of performance on these services to Grantor. To comply with these requirements, the Grantee agrees to submit reports that are timely, accurate, auditable, and consistent with definitions.

A. The Grantee agrees to submit the Loan Star Libraries Performance Report to Grantor no later than the due dates listed in the following schedule. If library materials ordered with grant funds are received by Grantee after the end of the grant year, a revised final Loan Star Libraries Performance Report may be required covering receipt of those materials. This revised final performance report will be due no later than **November 15, 2008**.

Reporting Period	Due Date
September 1, 2007 - November 30, 2007	December 7, 2007
December 1, 2007 - February 28, 2008	March 7, 2008
March 1, 2008 - May 31, 2008	June 7, 2008
June 1, 2008 - August 31, 2008	September 7, 2008

B. The Grantee agrees to submit the TSLAC Financial Status Report form for the grant funded under this contract no later than the due dates listed in the following schedule. Grantee should submit a Final FSR once all grant funds have been expended and all program requirements are accomplished. Grantee should mark the last required FSR as "Final" and not submit any subsequent FSR forms.

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Reporting Period	Due Date
September 1, 2007 - November 30, 2007	December 30, 2007
December 1, 2007 - February 28, 2008	March 30, 2008
March 1, 2008 - May 31, 2008	June 30, 2008
June 1, 2008 - August 31, 2008	September 30, 2008

If necessary, a revised Final FSR must be submitted no later than **October 31, 2008.**

C. The Grantee will send the Grantor a copy of all management letters issued by an auditor with the reporting package. As specified in UGMS Part IV, Subpart B, Sec. 235(c), the audit shall be completed and submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the state agency that provided the funding or a different period is specified in a program-specific audit guide. The audit's *Schedule of Expenditures of Federal and State Awards* must list the amount of TSLAC awards expended for each award year separately.

VIII. GENERAL TERMS AND CONDITIONS

A. The Grantee will comply with the Loan Star Library Grant Program Guidelines for SFY 2008.

B. The Grantee will comply with the Title 13, Part 1, Chapter 2, Subchapter C, Division 8, Rules 2.810 – 2.815 regarding the Loan Star Grant Program and Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110 – 2.119 regarding General Grant Guidelines. Loan Star Libraries Administrative Rule 2.815 (c) states, "If a library has certified that it provides service to non-residents without charge or it has elected to participate in the TexShare card program, the library must maintain these services for the duration of the contract that it received." This means the library shall provide the same library services and may impose the same restrictions on non-resident customers as it does for those customers who live locally. Texas Government Code, Section 441.138(c), states, "State aid to a free tax-supported public library is a supplement to and not a replacement of local support."

C. The Grantee will comply with the following parts of the Governor's Office of Budget and Planning, UGMS revised June 2004, located at: *http://www.governor.state.tx.us/divisions/stategrants/guidelines/files/UGMS062004.doc.*

Part I. Cost Principles for State and Local Governments and Other Affected Entities (Adapted from OMB Circular A-87).
Part II. State Uniform Administrative Requirements for Grants and Cooperative Agreements (Adapted from OMB Circulars A-102 and A-122).
Part III. State of Texas Single Audit Circular (Adapted from OMB Circular A-133).

D. All publicity relating to the grant award must include acknowledgement of the Texas State Library and Archives Commission whenever possible and practical. Publicity includes, but is not limited to press releases, media events, public events, displays in the benefiting library, announcements on the Grantee's website, and materials distributed through the grant project. The Grantee will provide Grantor with one set of all public relations materials produced under this grant with the Final FSR.

E. Grantee understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing access to any information the state auditor considers relevant to the investigation or audit. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Sub-grantees through Grantee, and the requirement to cooperate, is included in any sub-grant awarded.

F. The Grantee agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for a minimum of three years after **Close of Grant. Close of Grant** is defined for this grant as the date Grantee submits to Grantor the Final FSR for the contract grant period.

IX. ENFORCEMENT

A. Remedies for noncompliance. If a Grantee or Sub-grantee materially fails to comply with any term of an award, whether stated in a state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, Grantor may take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or Sub-grantee, or more severe enforcement action by Grantor;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Grantee's or Sub-grantee's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

B. Hearings, appeals. In taking an enforcement action, Grantor will provide the Grantee or Sub-grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee or Sub-grantee is entitled under any statute or regulation applicable to the action involved.

C. Effects of suspension and termination. Costs of Grantee or Sub-grantee resulting from obligations incurred by the Grantee or Sub-grantee during a suspension or after termination of an award are not allowable unless Grantor expressly authorizes them in the

notice of suspension or termination, or subsequently. Other Grantee or Sub-grantee costs during suspension or after termination which are necessary, and not reasonably avoidable, are allowable if:

1. The costs resulting from obligations which were properly incurred by the Grantee or Sub-grantee before the effective date of suspension or termination are not in anticipation of it and, in the case of a termination, are non-cancelable; and,
2. The costs would be allowable if the award were not suspended, or expired normally at the end of the funding period in which the termination takes effect.

D. Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Grantee or Sub-grantee from being subject to "Debarment and Suspension" under Executive Order 12549 (see UGMS Part III, Subpart C, Sec. 35) and state law.

X. CONTACTS AT TSLAC

Questions or concerns about programmatic issues, budget and or program revisions and performance reports should be directed to this grant's Program Manager:

Loan Star Libraries Grant Coordinator
Phone: 512-463-5475
Fax: 512-463-8800
E-mail: wclark@tsl.state.tx.us

Questions or concerns about regulatory or financial issues should be directed to:

Manager, Accounting and Grants Department
Phone: 512-463-6626
Fax: 512-475-0185
E-mail: mmartin@tsl.state.tx.us

Questions or documentation relating to required Requests for Funds, Financial Status Reports, and Equipment/Property Acquired Report should be directed to:

Grants Accountant
Phone: 512-463-5472
Fax: 512-475-0185
E-mail: grants.accounting@tsl.state.tx.us

Payments from Grantee to Grantor, such as those for excess advanced funds or for interest earned on advanced funds, should be mailed with a revised FSR, an explanation of the purpose of the payment, and the grant number. This information shall be directed to:

Grants Accountant
Accounting and Grants Department
Texas State Library and Archives Commission
PO Box 12516
Austin, TX 78711-2516

XI. APPLICABLE AND GOVERNING LAW

A. The laws of the State of Texas shall govern this grant. All duties of either party shall be legally performable in Texas. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of Texas, and the forum and venue for such disputes shall be Travis County, District Court.

B. This grant is subject to availability of funds.

XII. GRANT CERTIFICATIONS

A. Grantor certifies that: (1) The services specified in the approved grant application and this contract are necessary and essential for activities that are properly within the statutory functions and programs of the affected organizations; (2) The services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder; and, (3) The grant complies with Texas Government Code § 441.006, Title 13, Part 1, Chapter 2, Subchapter C, Division 8, Rules 2.810 – 2.815 regarding the Loan Star Grant Program and Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110 – 2.119 regarding General Grant Guidelines, Texas Government Code § 441.135 Grants (Systems Act), P.L. 104-208, the Library Services and Technology Act (LSTA), the State Plan for the LSTA in Texas and UGMS.

B. The Grantee affirms that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract. The Grantee further affirms that its employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to any sub-agreements.

C. The Grantee certifies all applicable activities related to this grant will comply with the Copyright Law of the United States (Title 17, U.S. Code).

D. State law requires a number of assurances from applicants for federal pass-through or other state-appropriated funds. (UGMS Part III, Subpart B, Sec. 14 – State Assurances)

(1.) A sub-grantee must comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

(2.) A sub-grantee must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law.

(3.) A sub-grantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(4.) A sub-grantee must comply with the Texas Family Code, Section 261.101 that requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Sub-grantees shall also ensure that all program personnel are properly trained and aware of this requirement.

(5.) Sub-grantees will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(6.) Sub-grantees will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § § 276a to 276a-7), the Copeland Act (40 U.S.C. § § 276c and 18 U.S.C. § § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § § 327-333), regarding labor standards for federally assisted construction sub-agreements.

(7.) Sub-grantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

(8.) Sub-grantees will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

(9.) Sub-grantees will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

(10.) Sub-grantees will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(11.) Sub-grantees will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.

(12.) Sub-grantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Edward Seidenberg, Assistant State Librarian

Date

Karen Drabek

Karen Drabek, Chief Fiscal Officer

9-1-07

Date

Deborah Littrell

Deborah Littrell, Library Development Director

9/1/07

Date

Wendy Clark

Wendy Clark, Program Manager

11/12/07

Date

Signature (must be an official empowered to enter into contracts)

Typewritten or Printed Name

Title

Date

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CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	12/10/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Police		Initials	Date
Department Head	Gregory W. Rushin	Executive Director		
Dept Signature:		City Manager		11-29-07
Agenda Coordinator (include phone #):	Connie Smith (X-2402) for Pam Haines			

ACTION REQUESTED: ☐ ORDINANCE ☒ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT BY AND BETWEEN THE STATE OF TEXAS AND THE CITY OF PLANO, TEXAS; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE. (TXDOT Contract Number 588XXF6013)

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☒ REVENUE ☐ CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	**0**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	29,974	0	**29,974**
BALANCE	0	29,974	0	**29,974**

FUND(S): GRANT FUND (13-255)

COMMENTS: The grant contract provides grant reimbursement revenue in the estimated amount of $29,974 for the Impaired Driving Mobilization (IDM) Selected Traffic Enforcement Program. The grant provides funding for saturation patrols to increase DWI enforcement and reduce the number of alcohol-related traffic crashes.

STRATEGIC PLAN GOAL: The increased enforcement of Impaired Driving relates to the City's Goal of a "Premier City in Which to Live" and "Safe, Efficient Travel."

SUMMARY OF ITEM

The State of Texas, acting by and through the Texas Department of Transportation, offers the City of Plano a grant totaling $29,974 for focused DWI enforcement during holiday waves beginning December 21, 2007 through September 30, 2008 as part of the statewide "Drink, Drive, Go to Jail" campaign. The grant provides funding for overtime police officers to enhance enforcement and conduct earned media activity.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies

REV 08/98

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P.O. Box 860358
Plano, Texas 75086-0358
972-941-7000
Fax. No. 972-941-0099
http://www.ci.plano.tx.us

MEMORANDUM

DATE: November 28, 2007

TO: Bruce D. Glasscock, Executive Director

FROM: Gregory W. Rushin, Chief of Police

SUBJECT: DWI Grant

I am submitting a one-year State of Texas DWI Grant for consideration at the December 10, 2007 City Council meeting. This is a $29,974 enforcement grant, with no city match, that pays for Officers to work DWI enforcement during the following holiday seasons:

Christmas / New Years	December 21, 2007 – January 1, 2008
Spring Break	March 7 – 23, 2008
Independence Day	June 27, 2008 – July 6, 2008
Labor Day	August 15, 2008 – September 1, 2008

It should be noted that although the effective day of the grant is December 1, 2007 (or on the date of final signature of both parties), the enforcement period does not begin until December 21, 2007. The grant also requires pre- and post-media activities. There are no restrictions on enforcement locations.

Please advise if you have any questions. Thank you.

Attachments

GWR/cs

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT BY AND BETWEEN THE STATE OF TEXAS AND THE CITY OF PLANO, TEXAS; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a Texas Traffic Safety Program Grant Agreement between The State of Texas and the City of Plano, Texas, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or, in his absence, an Executive Director, shall be authorized to execute it on behalf of the City of Plano.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

Section II. The City Manager, or in his absence, an Executive Director, is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

Section III. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the _____ day of _____, 2007.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

N:\ORD&RES\res-approve traffic safety program grant.doc(11/27/07-JG)

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TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

Contract Number: 588XXF6013
Charge Number: 8AL01G1AM
PIN: 17560006409000
Project Year: 1st

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the,
City of Plano
hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n)
Local Government

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2008.

Project Title: STEP - Impaired Driving Mobilization

Grant Period: This Grant becomes effective on 12/01/2007 or on the date of final signature of both parties, whichever is later, and ends on 09/30/2008 unless terminated or otherwise modified.

Amount Eligible for Reimbursement (TxDOT): $29,974.00

Match Amount:

Program Income

Total: $29,974.00

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TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

THE SUBGRANTEE

City of Plano

_____
[Legal Name of Agency]

By:
_____
[Authorized Signature]

_____
[Name]

_____
[Title]

Date: _____

Under the authority of Ordinance or Resolution Number (for local government):

_____
[Resolution Number]

THE STATE OF TEXAS

Executed for the Executive Director and Approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out orders, established policies or work programs approved and authorized by the Texas Transportation Commission

By:
_____
[District Engineer Texas Department of Transportation]

_____
[Name]

_____
[Title]

Date: _____

By:
_____
Director, Traffic OperationsDivision Texas Department of Transportation (Not required for local project grants under $100,000.00)

Date: _____

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City of Plano 2008

GENERAL INFORMATION

Project Title: STEP - IDM

Project Description: To conduct DWI Enforcement Waves during holiday periods to increase DWI arrests and earned media activity as part of the statewide "Drink. Drive. Go To Jail" campaign and in conjunction with the National Impaired Driving Mobilization campaign.

How many years has your organization received funding for this project?
This will be our first year.

Organization Address:
City of Plano

7501A Independence Pkwy

Plano , TX 75071

Mailing Address (if different):

Project Director Contact Information: Chris Curd
Traffic Sergeant

7501A Independence Pkwy

Plano , TX 75071

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may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulation, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any such federal requirements as the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this Agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in the Project Budget will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B hereunder. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent per year of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

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If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants) messaging system, prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this Agreement.

For Selective Traffic Enforcement Program (STEP) grants *only*: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the 5 percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this Agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this Agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this Agreement is further governed by one of the following cost principles, as appropriate, outlined in the Federal Office of Management and Budget (OMB) Circulars:

- A-21, Cost Principles for Institutions of Higher Education;
- A-87, Cost Principles for State, Local, and Indian Tribal Governments; or,
- A-122, Cost Principles for Nonprofit Organizations.

F. The Subgrantee agrees to submit monthly or quarterly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this Agreement within forty-five (45) days of the end of the grant period.

H. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial Agreement period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.

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ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred hereunder is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall so notify the Subgrantee, giving notice of intent to terminate this Agreement, as specified in Article 11 of this Agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may so notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

If the Subgrantee is of the opinion that any assigned work is beyond the scope of this Agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants system messaging. If the Department finds that such work does constitute additional work, the Department shall so advise the Subgrantee and a written amendment to this Agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If the Subgrantee has submitted work in accordance with the terms of this Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under this Agreement, the Subgrantee shall make such revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

If the Subgrantee submits work that does not comply with the terms of this Agreement, the Department shall instruct the Subgrantee to make such revisions as are necessary to bring the work into compliance with this Agreement. No additional compensation shall be paid for this work.

The Subgrantee shall make revisions to the work authorized in this Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. For short-term projects, only one report submitted by the Subgrantee at the end of the project may be required. For longer projects, the Subgrantee will submit reports at least quarterly and preferably monthly. The frequency of the performance reports is established through negotiation between the Subgrantee and the program or project manager.

For Selective Traffic Enforcement Programs (STEPs), performance reports must be submitted monthly.

The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

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The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

The Subgrantee shall promptly advise the Department in writing, through eGrants messaging, of events that will have a significant impact upon this Agreement, including:

A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

B. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, (hereinafter called the records), and shall make such records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain said records for four (4) years from the date of final payment under this Agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the records. This right of access is not limited to the four (4) year period but shall last as long as the records are retained.

ARTICLE 9. INDEMNIFICATION

To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting such claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

Further, to the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries or death to such employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

If the Subgrantee is a government entity, both parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This Agreement supercedes any prior oral or written agreements. If a conflict arises between this Agreement and the Traffic Safety Program Manual, this Agreement shall govern.

The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of Agreement work.

Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

This Agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

- This Agreement is terminated in writing with the mutual consent of both parties; or
- There is a written thirty (30) day notice by either party; or
- The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement which are directly attributable to the completed portion of the work covered by this Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

The Department and, when federal funds are involved, the US DOT, or any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

ARTICLE 13. AUDIT

The Subgrantee shall comply with the requirements of the Single Audit Act of 1984, Public Law (PL) 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133, "Audits of States, Local Governments, and Other Non-Profit Organizations."

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

ARTICLE 14. SUBCONTRACTS

The Subgrantee shall not enter into any subcontract with individuals or organizations not a part of the Subgrantee's organization without prior written concurrence, through eGrants system messaging, with the subcontract by the Department. Subcontracts shall contain all required provisions of this Agreement. No subcontract will relieve the Subgrantee of its responsibility under this Agreement.

ARTICLE 15. GRATUITIES

Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this Agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

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Any person doing business with or who reasonably speaking may do business with the Department under this Agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this Agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this Agreement, or will be able to obtain such personnel from sources other than the Department.

All employees of the Subgrantee shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this Agreement in accordance with its own property management procedures, provided that the procedures are not in conflict with the Department's property management procedures or property management standards and federal standards, as appropriate, in:

- 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or
- 49 CFR, Part 19 (OMB Circular A-110), "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties hereto, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant

funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. *All rights to Department.* The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. *All rights to Subgrantee.* Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this Agreement without written consent of the Department through eGrants messaging.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the USDOT: 49 CFR, Part 21; 23 CFR, Subchapter C; and 41 CFR, Parts 60-74, as they may be amended periodically (hereinafter referred to as the Regulations). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of this Agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall so certify to the Department or the US DOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

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E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this Agreement, the Department shall impose such sanctions as it or the US DOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take such action with respect to any subcontract or procurement as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, apply to this Agreement as follows:

- The Subgrantee agrees to insure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with federal funds. In this regard, the Subgrantee shall make good faith efforts in accordance with 49 CFR Part 26, to insure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.
- The Subgrantee and any subcontractor shall not discriminate on the basis of race, color, sex, national origin, or disability in the award and performance of agreements funded in whole or in part with federal funds.

These requirements shall be included in any subcontract.

Failure to carry out the requirements set forth above shall constitute a breach of this Agreement and, after the notification of the Department, may result in termination of this Agreement by the Department, or other such remedy as the Department deems appropriate.

ARTICLE 24. DEBARMENT/SUSPENSION

A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and

4. Have not, within a three (3) year period preceding this Agreement, had one or more federal, state, or local public transactions terminated for cause or default.

B. Where the Subgrantee is unable to certify to any of the statements in this Article, such Subgrantee shall attach an explanation to this Agreement.

C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension.

D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

ARTICLE 25. LOBBYING CERTIFICATION

The Subgrantee certifies to the best of his or her knowledge and belief that:

A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to this Agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT STATEMENT

Unless the Subgrantee is a governmental or non-profit entity, the Subgrantee certifies that it either will go to the Department's website noted below and complete the Child Support Statement or already has a Child Support Statement on file with the Department . The Subgrantee is responsible for keeping the Child Support Statement current and on file with that office for the duration of this Agreement period. The Subgrantee further certifies that the Child Support Statement on file contains the child support information for the individuals or business entities named in this grant. Under Section 231.006, Family Code, the Subgrantee certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified grant or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

The form for the Child Support Statement is available on the Internet at:
[illegible] .

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GOALS AND STRATEGIES

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes

Strategies: Increase enforcement of traffic safety-related laws.
Increase public education and information campaigns.

Goal: To reduce the number of DWI-related crashes, injuries, and fatalities

Strategy: Increase enforcement of DWI laws.

☑ I agree to the above goals and strategies.

JH7

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

1. Number and type citations/arrests to be issued under STEP

a. Number of DWI arrests to be made during the Christmas/New Year's DWI Operation	22
b. Number of DWI arrests to be made during the Spring Break DWI Operation	22
c. Number of DWI arrests to be made during the Independence Day DWI Operation	22
d. Number of DWI arrests to be made during the Labor Day DWI Operation	22

2. Total Number of Enforcement Hours for Entire Grant Period	544
Step Indicator	2.91

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City of Plano 2008

PI&E OBJECTIVE/PERFORMANCE MEASURE

1. Complete administrative and general grant requirements	
a. Number of Performance Reports to be submitted	4
b. Number of Requests for Reimbursement to be submitted	4
2. Support Grant efforts with a public information and education (PI&E) program	
a. Conduct a minimum of one (1) presentation for each DWI operation period	4
b. Conduct a minimum of two (2) media exposures (e.g., news conferences, news releases, and interviews) for each DWI Operation period.	8
c. Conduct a minimum of one (1) community event (e.g., health fair, traffic safety booth) during the grant period	1
d. Produce the following number of public information and education materials if applicable.	0
e. Distribute the following number of public information and education materials if applicable.	500

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SALARIES AND FRINGE BENEFITS - 100 & 200

Law Enforcement Hours 544

☑ Overtime ☐ Regular Time

	TxDOT Hours	Match Hours	Wage Rate	TxDOT Salaries	Match Salaries	Total Salaries	Fringe %	Total Fringe:
A. Enforcement (overtime)							%	
Officers / Deputies:	280		$47.000	$13,160.00	$0	$13,160.00	%	$0
Sergeants:	214		$56.000	$11,984.00	$0	$11,984.00	%	$0
Lieutenants / Other:	50		$63.000	$3,150.00	$0	$3,150.00	%	$0
B. PI&E Activities (overtime)							%	
PI&E Activities				$0	$0	$0	%	$0
C. Administrative Duties							%	
Supervisory Support	30		$56.000	$1,680.00	$0	$1,680.00	%	$0
Administrative Duties				$0	$0	$0	%	$0
Administrative Duties				$0	$0	$0	%	$0
Administrative Duties				$0	$0	$0	%	$0
Administrative Duties				$0	$0	$0	%	$0
Administrative Duties				$0	$0	$0	%	$0
Total:				**$29,974.00**	**$0**	**$29,974.00**		**$0**

Category	TxDOT				Match			Total
Salaries:	$29,974.00	100.0 %			$0	0.00 %		$29,974.00
Fringe Benefits:		0.00 %				0.00 %		$0

Breakdown of Fringe Percentages:

EXHIBIT "A" TO RESOLUTION NO. _____

City of Plano 2008

BUDGET SUMMARY

Budget Category	TxDOT	Match	Total
Category I - Labor Costs			
(100) Salaries	$29,974.00	$0	$29,974.00
(200) Fringe Benefits			$0
Category I Sub-Total	**$29,974.00**	**$0**	**$29,974.00**
Category II - Other Direct Costs			
(300) Travel	$0	$0	$0
(400) Equipment			$0
(500) Supplies			$0
(600) Contractual Services			$0
(700) Other Miscellaneous			$0
Category II Sub-Total	**$0**	**$0**	**$0**
Total Direct Costs	**$29,974.00**	**$0**	**$29,974.00**
Category III - Indirect Costs			
(800) Indirect Cost Rate			$0
Summary			
Total Labor Costs	$29,974.00	$0	$29,974.00
Total Direct Costs	$0	$0	$0
Total Indirect Costs			$0
Grand Total	**$29,974.00**	**$0**	**$29,974.00**
Fund Sources (Percent Share)	100.00%	0.00%	

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ity of Plano 2008

IDM OPERATIONAL PLAN

☑ I agree to the terms and conditions detailed on this page.

Comments:

Site Description	**Jurisdiction Wide**
	Conduct focused DWI saturation patrols within high risk locations during times when alcohol-related crashes are most frequent Conduct a minimum of 4 nights of DWI enforcement during each holiday period Conduct pre and post earned media activities for each holiday period

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Christmas/New Year's Wave

Pre-Media Campaign	December 11 - 20, 2007
Enforcement Period	December 21, 2007 - January 1, 2008
Post-Media Campaign	January 2 - 11, 2008

Spring Break Wave

Pre-Media Campaign	February 26, 2008 - March 6, 2008
Enforcement Period	March 7 - 23, 2008
Post-Media Campaign	March 24, 2008 - April 2, 2008

Independence Day Wave

Pre-Media Campaign	June 17 - 26, 2008
Enforcement Period	June 27 - 30, 2008 July 1 - 6, 2008
Post-Media Campaign	July 7 - 16, 2008

Labor Day Crackdown

Pre-Media Campaign	August 5 - 14, 2008
Enforcement Period	August 15 - September 1, 2008
Post-Media Campaign	September 2 - 11, 2008

Description of Activities

Pre-Media Efforts Before Enforcement Periods:	Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. The media events tell the public when, where, how and why impaired driving laws are being enforced.
Enforcement Periods:	Intensify enforcement through coordinated saturation patrols in an overtime STEP placing primary emphasis on increasing DWI Arrests and reducing the number of alcohol related traffic crashes during peak holiday traffic.
Post-Media Efforts After Enforcement Periods:	Conduct local media events to tell the public why impaired driving laws are important and the results of the mobilization.

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CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☐ Yes	☒ Not Applicable
Council Meeting Date:	12/10/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan Upchurch	Executive Director		12/03/07
Dept Signature:		City Manager		12/4/07
Agenda Coordinator (include phone #):	I. Pegues 7198			

ACTION REQUESTED: ☒ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

An Ordinance of the City of Plano, Texas, repealing Ordinance No. 2007-4-20, codified as the subsection entitled "Dominion Parkway" of Chapter 12, Motor Vehicles and Traffic, Article IV, Speed, Section 12-74(b) of the City of Plano Code of Ordinances, to establish the prima facie speed limit for motor vehicles operating along Dominion Parkway between Parkwood Boulevard and Hedgcoxe Road; authorizing and directing the traffic engineer to cause placement of traffic control devices indicating the speed limit; providing a fine for criminal penalties not to exceed $200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, and an effective date.

FINANCIAL SUMMARY

☒ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0

FUND(S):

COMMENTS:

SUMMARY OF ITEM

An interim speed limit of 35 MPH was previously set on Dominion Parkway prior to construction of the roadway based solely on the design criteria. Now that the roadway has been constructed and operating for several months, traffic studies were conducted on Dominion Parkway. Based on several factors including the speed studies, the design criteria, and the curvature of the road, the Transportation Engineering Division now recommends establishing a 40 MPH speed limit along Dominion Parkway from Parkwood Boulevard to Hedgcoxe Road.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Location Map Memo Dated 09/26/07 from Transportation Engineering Manager	

city of plano

September 26, 2007

TO: Alan Upchurch, PE,
City Engineer

FROM: Lloyd Neal, PE, PTOE
Transportation Engineering Manager

SUBJECT: Dominion Parkway Speed Limit

My staff reviewed the speed limit for Dominion Parkway from Hedgecoxe Road to Parkwood Boulevard. Separate speed studies were conducted from Hedgecoxe Road to Headquarters Drive and from Headquarters Drive to Parkwood Boulevard; and the results from both studies have been averaged from five days of recording. The average 85th percentile speeds for these sections are listed below:

Hedgecoxe to Headquarters	44.9 miles per hour
Headquarters to Parkwood	49.1 miles per hour

The City of Plano Thoroughfare Plan sets the minimum design speed for a Type D thoroughfare at 35 miles per hour. However, the design criteria used to build the majority of Dominon Parkway could accommodate a speed limit higher than 35 miles per hour with the exception of the northern section. A sharper radius curve of 850 feet had to be used in order to tie Dominion Parkway into Parkwood Boulevard in the northern section. According to the City of Plano Thoroughfare Standards and the American Association of State Highway and Transportation Officials (AASHTO) guidelines, a curve of this radius is designed for 40 miles per hour.

The Texas Manual on Uniform Traffic Control Devices (TMUTCD) gives guidance on setting speed limits. The MUTCD states that when a speed limit is posted it should be posted at the 85th percentile speed of free-flowing traffic rounded to the nearest 5 mph increment. However, the MUTCD also states that other factors may need to be considered when establishing speed limits such as road characteristics including alignment and sight distance issues.

Based on the guidance from the MUTCD and due to the alignment issues, I recommend that the speed limit be set to 40 miles per hour for Dominion Parkway.

Lloyd Neal, PE, PTOE
Transportation Engineering Manager

Pat Evans
Mayor

Sally Magnuson
Mayor Pro Tem

Jean Callison
Deputy Mayor Pro Tem

Shep Stahel
Place 1

Scott Johnson
Place 2

Loretta Ellerbe
Place 3

Harry LaRosiliere
Place 5

Lee Dunlap
Place 8

Thomas H. Muehlenbeck
City Manager

P.O. Box 860358
Plano, Texas 75086-0358
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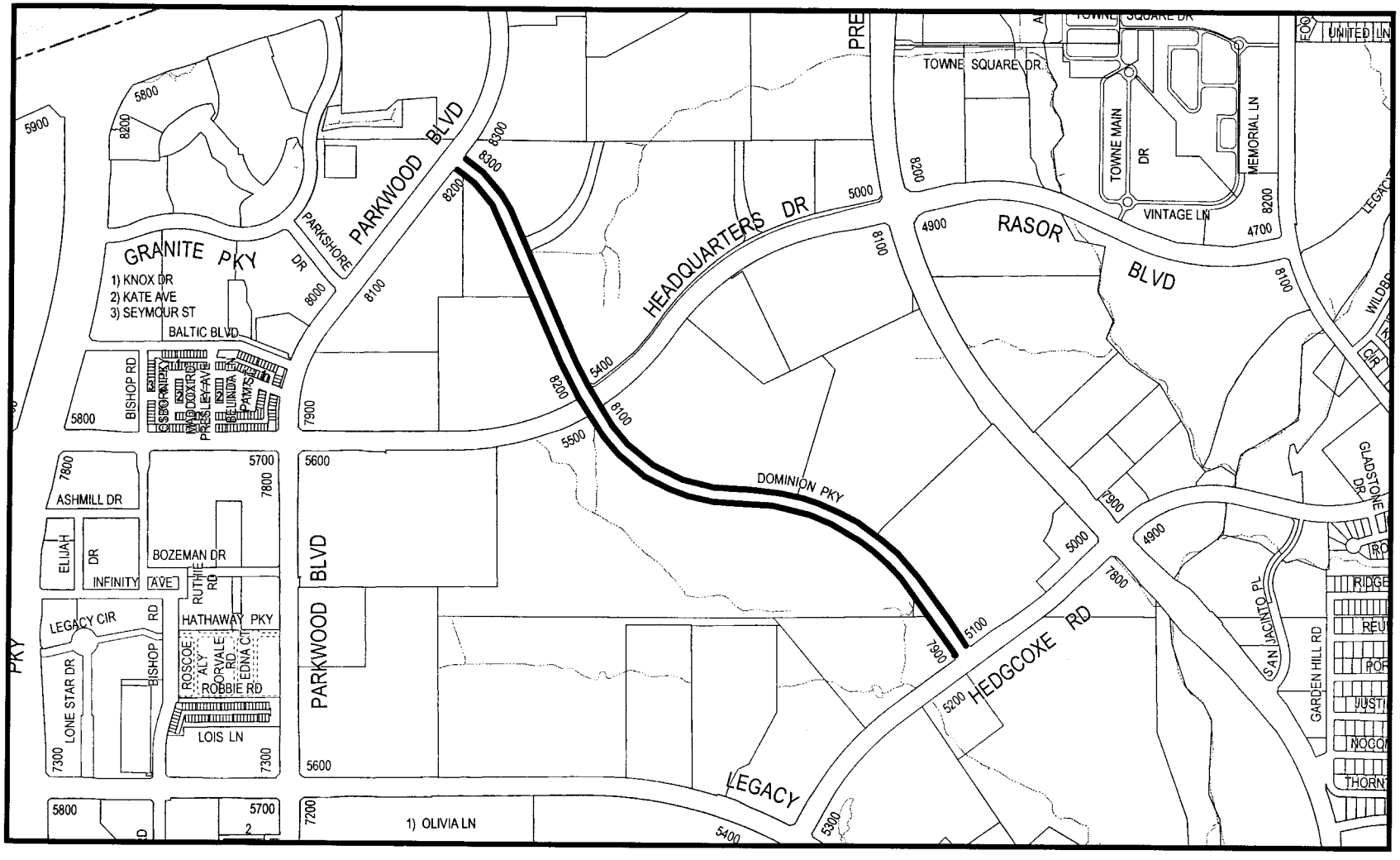
K-2

DOMINION PARKWAY



Proposed 40 miles per hour Speed Limit

DECEMBER 2007

Plano

Transportation Engineering Division

K-3

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING ORDINANCE NO. 2007-4-20, CODIFIED AS THE SUBSECTION ENTITLED "DOMINION PARKWAY" OF CHAPTER 12, MOTOR VEHICLES AND TRAFFIC, ARTICLE IV, SPEED, SECTION 12-74(B) OF THE CITY OF PLANO CODE OF ORDINANCES, TO ESTABLISH THE PRIMA FACIE SPEED LIMIT FOR MOTOR VEHICLES OPERATING ALONG DOMINION PARKWAY BETWEEN PARKWOOD BOULEVARD AND HEDGCOXE ROAD; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO CAUSE PLACEMENT OF TRAFFIC CONTROL DEVICES INDICATING THE SPEED LIMIT; PROVIDING A FINE FOR CRIMINAL PENALTIES NOT TO EXCEED $200.00 FOR EACH OFFENSE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, A PENALTY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, Section 545.356 of the Texas Transportation Code, as amended, grants a municipality the authority to alter by ordinance prima facie speed limits from the results of an engineering and traffic investigation on streets or highways located in the municipality's corporate limits; and

WHEREAS, Dominion Parkway from Parkwood Boulevard to Hedgcoxe Road was designed and constructed as a four (4) lane divided roadway designated as a Type D roadway on the City of Plano Thoroughfare Plan; and

WHEREAS, an interim speed limit was set by Ordinance No. 2007-4-20 at 35 miles per hour (35 MPH) based solely on the design criteria of the road way; and

WHEREAS, the Transportation Engineering Division has conducted speed studies on Dominion Parkway from August 16, 2007 until August 27, 2007; and

WHEREAS, the Transportation Engineering Division has reviewed the alignment of the roadway and found that a curve with a radius of 850 feet was used to tie Dominion Parkway into Parkwood Boulevard and a curve of this radius is designed for 40 miles per hour (40 MPH); and

WHEREAS, 40 miles per hour (40 MPH) has been determined to be a reasonable and safe speed based on a study of existing travel speeds and of the alignment of the roadway; and

WHEREAS, the City Council hereby finds and determines that it is necessary and in the best interest of the City and its citizens to change the maximum prima facie speed limits for Dominion Parkway.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The following prima facie maximum speed limits hereafter indicated for motor vehicles are hereby determined and declared to be reasonable and safe, and such maximum speed limits are hereby fixed at the rate of speed indicated for motor vehicles traveling upon the named streets or highways or parts thereof. No motor vehicle shall be operated along or upon said portions of said named streets or highways within the corporate limits of the City of Plano in excess of the speeds now set forth.

Section II. Ordinance No. 2007-4-20, duly passed and approved by the City Council of the City of Plano, Texas on April 23, 2007, and codified as subsection entitled "Dominion Parkway" of Section 12-74(b) of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, is hereby repealed and replaced with a new section as follows:

"Dominion Parkway:

(1) Forty (40) miles per hour along and upon Dominion Parkway between Parkwood Boulevard and Hedgcoxe Road."

Section III. The Traffic Engineer of Plano is hereby authorized to cause to be erected appropriate signs indicating such interim speed zones.

Section IV. All provisions of the Ordinances of the City of Plano, codified or uncodified, in conflict with the provisions of this Ordinance are hereby repealed, except that an ordinance of the City establishing a school zone and speed limit therefore within the zones changed herein, shall not be repealed but shall prevail over this Ordinance. All other provisions of the Ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance, shall remain in full force and full effect.

Section V. It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity of any section, clause or provision or part or portion of any section, clause, or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

Section VI. The repeal of any Ordinance or part of any Ordinance affected by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance, or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any Ordinances at the time of passage of this Ordinance.

Section VII. Any person, firm, or corporation violating any of the provisions of this Ordinance shall be guilty of a misdemeanor and, upon conviction in the Municipal Court, shall be subject to a fine not to exceed TWO HUNDRED AND NO/100 DOLLARS ($200.00) for each offense. Each and every violation shall be deemed to constitute a separate offense.

Section VIII. This Ordinance becomes effective from and after its passage and publication as required by law.

DULY PASSED AND APPROVED this _____ day of _____, 2007.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

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CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☐ Yes	☒ Not Applicable
Council Meeting Date:	12/10/2007	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Police Department		Initials	Date
Department Head	Gregory W. Rushin	Executive Director		12.04.07
Dept Signature:		City Manager		12/4/07
Agenda Coordinator (include phone #)	Pam Haines, ext 2538			

ACTION REQUESTED: ☒ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING SECTIONS 11-228 (C) AND SECTION 11-228 (E) OF CHAPTER 11. LICENSES AND BUSINESS REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF PLANO PROVIDING FOR THE ASSESSMENT OF A FEE IF A ROBBERY ALARM OR AN EMERGENCY ASSISTANCE/PERSONAL DISTRESS ALARM FALSELY ALARMS MORE THAN TWICE IN A TWELVE MONTH PERIOD; PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE; A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Section 11-228 (c) and Section 11-228 (e) of the Code of Ordinances currently provides that a fee will be assessed if more than two false robbery or emergency assistance/personal distress alarms (respectively) occur on the premises regardless of length of time between alarms. This amendment will impose a fee if more than two false alarms occur within a 12 month period. This change will result in fewer alarms for which a fee is paid to the city.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Ordinance	

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING SECTIONS 11-228 (C) AND SECTION 11-228 (E) OF CHAPTER 11. LICENSES AND BUSINESS REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF PLANO PROVIDING FOR THE ASSESSMENT OF A FEE IF A ROBBERY ALARM OR AN EMERGENCY ASSISTANCE/PERSONAL DISTRESS ALARM FALSELY ALARMS MORE THAN TWICE IN A TWELVE MONTH PERIOD; PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE; A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 11-228 (c) and Section 11-228 (e) of Chapter 11 of the Code of Ordinances of the City of Plano, Texas, provides that two or more false robbery alarms or two or more false emergency assistance/personal distress alarms that occur at the permitted site will result in the assessment of a fee regardless of the length of time between false alarms; and

WHEREAS, the City Council deems it necessary and appropriate to amend Section 11-228 (c) and Section 11-228 (e) of the Code of Ordinances so that the assessment of a fee occurs if either a false robbery alarm or an emergency assistance/personal distress alarm occurs more than twice in a twelve month period.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. Section 11-228 of Chapter 11 Licenses and Business Regulations of the Code of Ordinances of the City of Plano is hereby amended to read in its entirety as follows:

"Sec. 11-228. Same--Fees.

A permit holder must pay any service fees as assessed under the provisions of this section within thirty (30) days after receipt of notice that the director has assessed it. If the assessed fees become ninety (90) days delinquent, a ten (10) percent late charge will be added.

(a) *Burglar alarms.* A permit holder will be assessed a fee for the signaling of a false alarm by a burglar alarm system in excess of three (3) false alarms which have occurred during the previous twelve (12) month period. Fees assessed will be:

(1) Fifty dollars ($50.00), if the location has had more than three (3) but fewer than six (6) other false

L-2

alarms which have occurred during the previous twelve (12) month period.

(2) Seventy-five dollars ($75.00), if the location has had more than five (5) but fewer than eight (8) other false alarms which have occurred during the previous twelve (12) month period.

(3) One hundred dollars ($100.00), if the location has had eight (8) or more other false alarms which have occurred during the previous twelve (12) month period.

(b) *Fire alarms.* A permit holder will be assessed a fee for the signaling of a false alarm by a fire alarm system in excess of two (2) false alarms which have occurred at the permitted site. This fee will be two hundred dollars ($200.00) for each such false alarm.

(c) *Robbery alarms.* A permit holder will be assessed a fee for signaling of a false alarm by a robbery alarm system in excess of two (2) false alarms which have occurred during the previous 12-month period. This fee will be two hundred dollars ($200.00) for each such false alarm.

(d) *Medical assistance alarms.* A permit holder will be assessed a fee for the signaling of a false alarm by a medical assistance alarm system in excess of two (2) false alarms which have occurred at the permitted site. This fee will be seventy-five dollars ($75.00) for each such false alarm.

(e) *Emergency assistance/personal distress alarms.* A permit holder will be assessed a fee for the signaling of a false alarm by an emergency assistance/personal distress alarm system in excess of two (2) false alarms which have occurred during the previous 12-month period. This fee will be seventy-five dollars ($75.00) for each such false alarm."

Section II. All provisions of the Ordinances of the City of Plano. codified or uncodified, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section III. The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provision of any Ordinances at the time of passage of this Ordinance.

Section IV. It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or unconstitutionality of any other portion of this Ordinance.

Section V. This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the ____ day of _____, 2007.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☐ Yes	☒ Not Applicable
Council Meeting Date:	12/10/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	City Secretary		Initials	Date
Department Head	Diane Zucco	Executive Director		
Dept Signature:	Diane Zucco	City Manager		12/3/07
Agenda Coordinator (include phone #):	Sharon Kotwitz - x7120			

ACTION REQUESTED: ☒ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

To adopt and enact Supplement Number 80 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.

FINANCIAL SUMMARY

☒ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0

FUND(S):

COMMENTS: This item has no fiscal impact

SUMMARY OF ITEM

Adoption of this ordinance enables this supplement to be admissible in court.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies

REV 08/98

M-1

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS ADOPTING AND ENACTING SUPPLEMENT NUMBER 80 TO THE CODE OF ORDINANCES FOR THE CITY OF PLANO; PROVIDING FOR AMENDMENT TO CERTAIN SECTIONS OF THE CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Plano, Texas adopted a new Code of Ordinances upon adoption of Ordinance No. 87-3-14, on March 9, 1987; and

WHEREAS, Sections V and VI of Ordinance No. 87-3-14 provide for amendment to said Code of Ordinances; and

WHEREAS, §3.11 of the City of Plano Charter provides that the City Council has the power to have its ordinances codified and printed in Code form, and that such printed form shall have full force and effect without the necessity of publishing the same or any part thereof in a newspaper; and

WHEREAS, the Code of Ordinances of the City of Plano, Texas has been revised by previous amendments duly passed as individual ordinances by the City Council and such amendments are reflected on Supplement Number 80;

WHEREAS, The City Council wishes to adopt the ordinance codification version appearing in Supplement 80 of the Plano Code of Ordinances in order for the printed Code form to be considered identical to the original ordinance and to eliminate any confusion or differences in the format of the original ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The City Council hereby adopts the printed Code form of the ordinances contained in Supplement 80 as prepared by the codifier.

Section II. This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 10th day of December, 2007.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

M-2 M:ord-supplement80

DATE: November 20, 2007

TO: Honorable Mayor & City Council

FROM: James Duggan, Chairman, Planning & Zoning Commission

SUBJECT: Results of Planning & Zoning Commission Meeting of November 19, 2007

AGENDA ITEM NO. 7 - PUBLIC HEARING
ZONING CASE 2007-56
APPLICANT: AMAZING JAKES

Request for Specific Use Permit for Arcade on 1.1± acres located on the west side of U.S. Highway 75, 860± feet north of Plano Parkway. Zoned Corridor Commercial.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 0 **OPPOSE:** 0

LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA: **SUPPORT:** 0 **OPPOSE:** 0

PETITION(s) RECEIVED: N/A **# OF SIGNATURES:** N/A

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: December 10, 2007 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

EH/dw

xc: Gary Fitzpatrick, Trancas Capital
Wendy Hunter, Hunter Development Group

CITY OF PLANO

PLANNING & ZONING COMMISSION

November 19, 2007

Agenda Item No. 7

Public Hearing: Zoning Case 2007-56

Applicant: Amazing Jakes

DESCRIPTION:

Request for Specific Use Permit for Arcade on 1.1± acres located on the west side of U.S. Highway 75, 860± feet north of Plano Parkway. Zoned Corridor Commercial.

REMARKS:

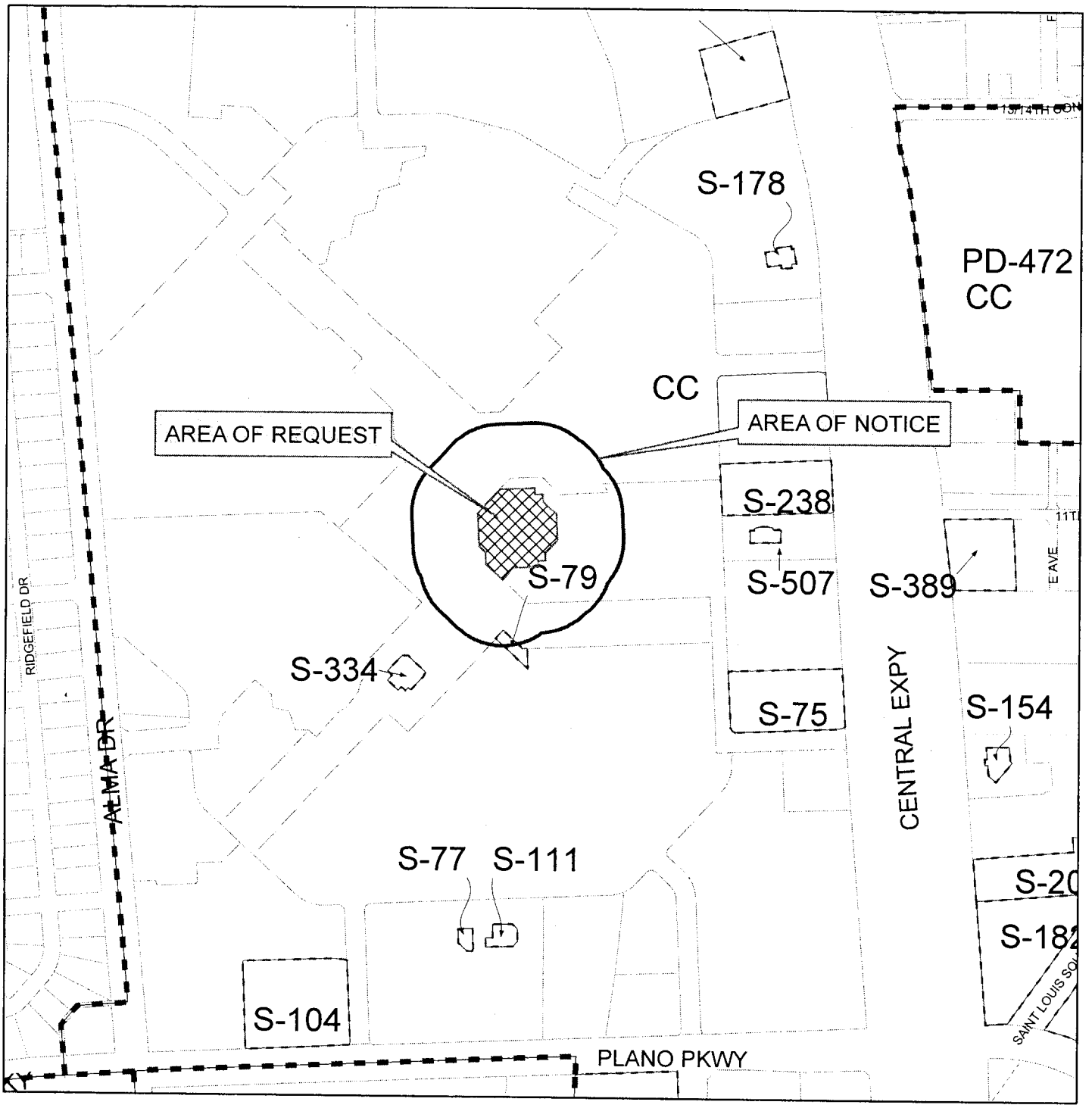
The requested zoning is a Specific Use Permit (SUP) for Arcade in an existing retail space in Collin Creek Mall. An Arcade is defined as an establishment with six or more player-operated skill or amusement machines, or a combination of six or more such machines and/or connected control panels that provide access to the machines. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

The Zoning Ordinance prohibits arcades from being located within 300 feet of any church or residential zoning district, and within 1,000 feet of any public or parochial school. This request complies with separation distances for arcade uses. The arcade will be operated in conjunction with a restaurant and commercial amusement (indoor) business.

RECOMMENDATIONS:

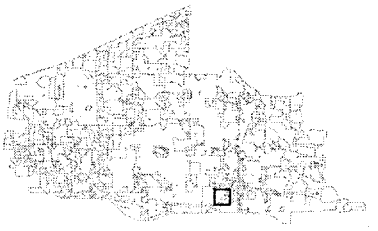
Recommended for approval as submitted.

1.2

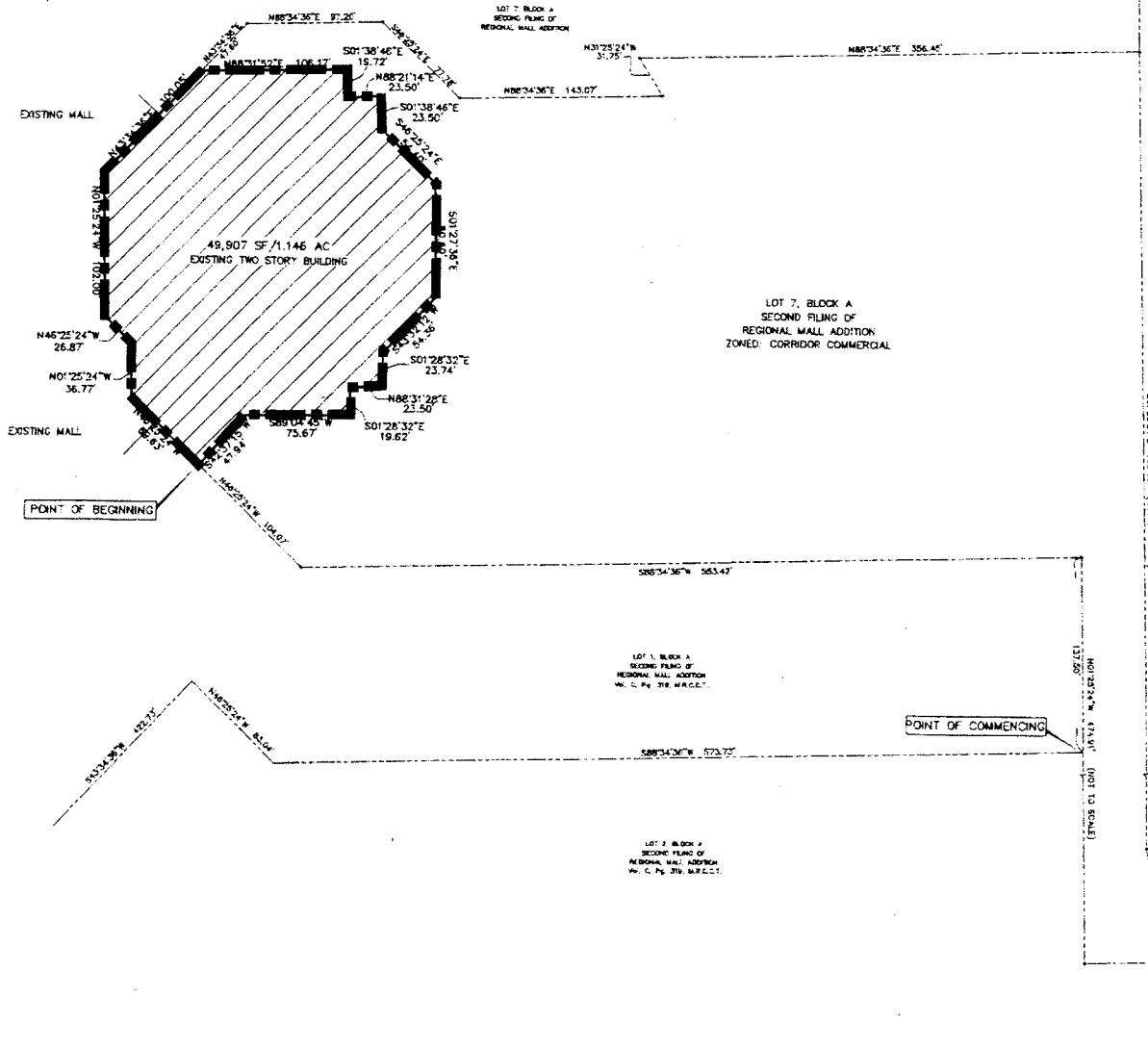


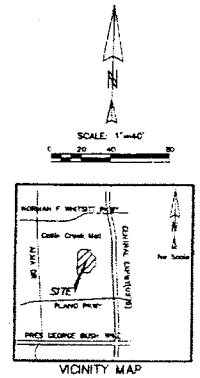
Zoning Case #: 2007-56

Existing Zoning: CORRIDOR COMMERCIAL



200' Notification Buffer





NOTE:
Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plat, or plan; approval of development standards shown hereon, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies, plats or plans relating to development of this property shall be considered as an action separate from action taken on this zoning case.

LEGAL DESCRIPTION

BEING a 49,907 square feet or a 1.146 acre tract of land situated in the Joseph Klepper Survey, Abstract No. 213, City of Plano, Collin County, Texas and being part of Lot 7, Block A of Second Filing of Regional Mall Addition, an addition to the City of Plano, Collin County, Texas according to the map thereof recorded in Volume C, Page 319, Map Records of Collin County, Texas and being more particularly described as follows (the bearing basis for this description is a bearing of S 88°34'36" W for the common line of said Lot 7, Block A and Lot 1, Block A of the said Second Filing of Regional Mall Addition):

COMMENCING at the northeast corner of Lot 1, Block A of the said Second Filing of Regional Mall Addition, said point being in the west line of said Lot 7; Thence, the following courses and distances with the common line of said Lot 1 and Lot 7:

- N 0°1'25'24" W, a distance of 137.50 feet;
- S 88°34'36" W, a distance of 553.42 feet;
- N 46°25'24" W, a distance of 104.07 feet to the Point of Beginning at the south corner of a two story concrete building.

THENCE, the following courses and distances with the common line of said Lot 7 and Lot 7 and the wall of the said two story building:

- N 46°25'24" W, a distance of 69.63 feet to a point for a corner;
- N 01°25'24" W, a distance of 36.77 feet to a point for a corner;
- N 46°25'24" W, a distance of 26.87 feet to a point for a corner;
- N 01°25'24" W, a distance of 102.00 feet to a point for a corner;
- N 43°34'36" E, a distance of 100.05 feet to a point for a corner;
- N 88°31'57" E, deviating the common line of said Lot 1 and Lot 7, a distance of 106.17 feet to a point for a corner;

THENCE, the following course and distances continuing with the wall of the said two story building:

- S 01°38'46" E, a distance of 19.72 feet to a point for a corner;
- N 88°21'14" E, a distance of 23.50 feet to a point for a corner;
- S 01°38'46" E, a distance of 23.50 feet to a point for a corner;
- S 46°25'24" E, a distance of 54.40 feet to a point for a corner;
- S 01°27'36" E, a distance of 80.60 feet to a point for a corner;
- S 43°32'12" W, a distance of 54.36 feet to a point for a corner;
- S 01°28'32" E, a distance of 23.74 feet to a point for a corner;
- S 88°31'28" W, a distance of 23.50 feet to a point for a corner;
- S 01°28'32" E, a distance of 19.62 feet to a point for a corner;
- S 89°04'45" W, a distance of 75.67 feet to a point for a corner;
- S 42°37'15" W, a distance of 47.94 feet to the Point of Beginning.

SURVEYOR'S CERTIFICATE

The undersigned hereby certifies the above legal description was prepared from an on the ground survey performed on June 26, 2001, under the supervision of the undersigned and that the legal description accurately sets out the metes and bounds of the building outline area described.

Dated: October 6, 2007

L. Lynn Kadleck
Registered Professional
Land Surveyor No. 3952

Δ = 90°00'00"
R = 20.00'
L = 31.42'
CHD = S46°25'24"E
28.28'

Δ = 32°21'50"
R = 50.00'
L = 28.24'
CHD = N72°23'41"E
27.87'

Δ = 39°45'13"
R = 30.00'
L = 20.82'
CHD = N71°32'51"W
20.40'

ZONING CASE #2007-56

ZONING EXHIBIT-
SUP FOR ARCADE

1.146 ACRE TRACT OUT OF LOT 7, BLOCK A SECOND FILING REGIONAL MALL ADDITION

JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213
PLANO, COLLIN COUNTY, TEXAS

OWNER: TRANCAS CAPITAL
15 ENTERPRISE, SUITE 150
ALISO VIEJO, CA. 92656
ATTN: GARY FITZPATRICK
(949) 348-8466

APPLICATION INFO:
MAXIMC JAMES
15 ENTERPRISE, SUITE 150
ALISO VIEJO, CA. 92656
ATTN: GARY FITZPATRICK
(949) 348-8466

PREPARED BY:
KADLECK & ASSOCIATES
ENGINEERING PLANNING SURVEYING
305 Roundhill Drive, Suite 112, Plano, TX 75074
(972) 96-0777

JOB #2007

ORDINANCE NO. _____
(Zoning Case 2007-56)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, GRANTING SPECIFIC USE PERMIT NO. 588 SO AS TO ALLOW THE ADDITIONAL USE OF ARCADE ON 1.1± ACRES OF LAND OUT OF THE JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213, LOCATED ON THE WEST SIDE OF U.S. HIGHWAY 75, 860± FEET NORTH OF PLANO PARKWAY IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, PRESENTLY ZONED CORRIDOR COMMERCIAL; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 10th day of December, 2007, for the purpose of considering granting Specific Use Permit No. 588 for the additional use of Arcade on 1.1± acres of land out of the Joseph Klepper Survey, Abstract No. 213, located on west side of U.S. Highway 75, 860± feet north of Plano Parkway in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 10th day of December, 2007; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 588 for the additional use of Arcade on 1.1± acres of land out of the Joseph Klepper Survey, Abstract No. 213, located on the west side of U.S. Highway 75, 860± feet north of Plano Parkway in the City of Plano, Collin County, Texas, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

IT IS, THEREFORE, ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 588, allowing the additional use of Arcade on 1.1± acres of land out of the Joseph Klepper Survey, Abstract No. 213, located on the west side of U.S. Highway 75, 860± feet north of Plano Parkway in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial, said property being more fully described on the legal description in Exhibit "A" attached hereto.

Section II. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

Section III. All provisions of the ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section IV. The repeal of any ordinance or part of ordinances affectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinance at the time of passage of this Ordinance.

Section V. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

Section VI. It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or partial invalidity of any section, clause or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

Section VII. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE 10TH DAY OF DECEMBER, 2007.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a 49,907 square feet or a 1.146 acre tract of land situated in the Joseph Klepper Survey, Abstract No. 213, City of Plano, Collin County, Texas, and being part of Lot 7, Block A of Second Filing of Regional Mall Addition, an addition to the City of Plano, Collin County, Texas, according to the map thereof recorded in Volume C, Page 319, Map Records of Collin County, Texas, and being more particularly described as follows (the bearing basis for this description is a bearing of South 88°34'36" West for the common line of said Lot 7, Block A and Lot 1, Block A of the said Second Filing of Regional Mall Addition):

COMMENCING at the Northeast corner of Lot 1, Block A of the said Second Filing of Regional Mall Addition, said point being in the West line of said Lot 7; Thence, the following courses and distances with the common line of said Lot 1 and Lot 7:

North 01°25'24" West, a distance of 137.50 feet;

South 88°34'36" West, a distance of 553.42 feet;

North 46°25'24" West, a distance of 104.07 feet to the POINT OF BEGINNING at the South corner of a two story concrete building;

THENCE, the following courses and distances with the common line of said Lot 1 and Lot 7 and the wall of the said two story building;

North 46°25'24" West, a distance of 69.63 feet to a point for a corner;

North 01°25'24" West, a distance of 36.77 feet to a point for a corner;

North 46°25'24" West, a distance of 26.87 feet to a point for a corner;

North 01°25'24" West, a distance of 102.00 feet to a point for a corner;

North 43°34'36" East, a distance of 100.05 feet to a point for a corner;

North 88°31'52" East, departing the common line of said Lot 1 and Lot 7, a distance of 106.17 feet to a point for a corner;

THENCE, the following course and distances continuing with the wall of the said two story building:

South 01°38'46" East, a distance of 19.72 feet to a point for a corner;

North 88°21'14" East, a distance of 23.50 feet to a point for a corner;

South 01°38'46" East, a distance of 23.50 feet to a point for a corner;

South 46°25'24" East, a distance of 54.40 feet to a point for a corner;

South 01°27'36" East, a distance of 80.80 feet to a point for a corner;

South 43°32'12" West, a distance of 54.36 feet to a point for a corner;

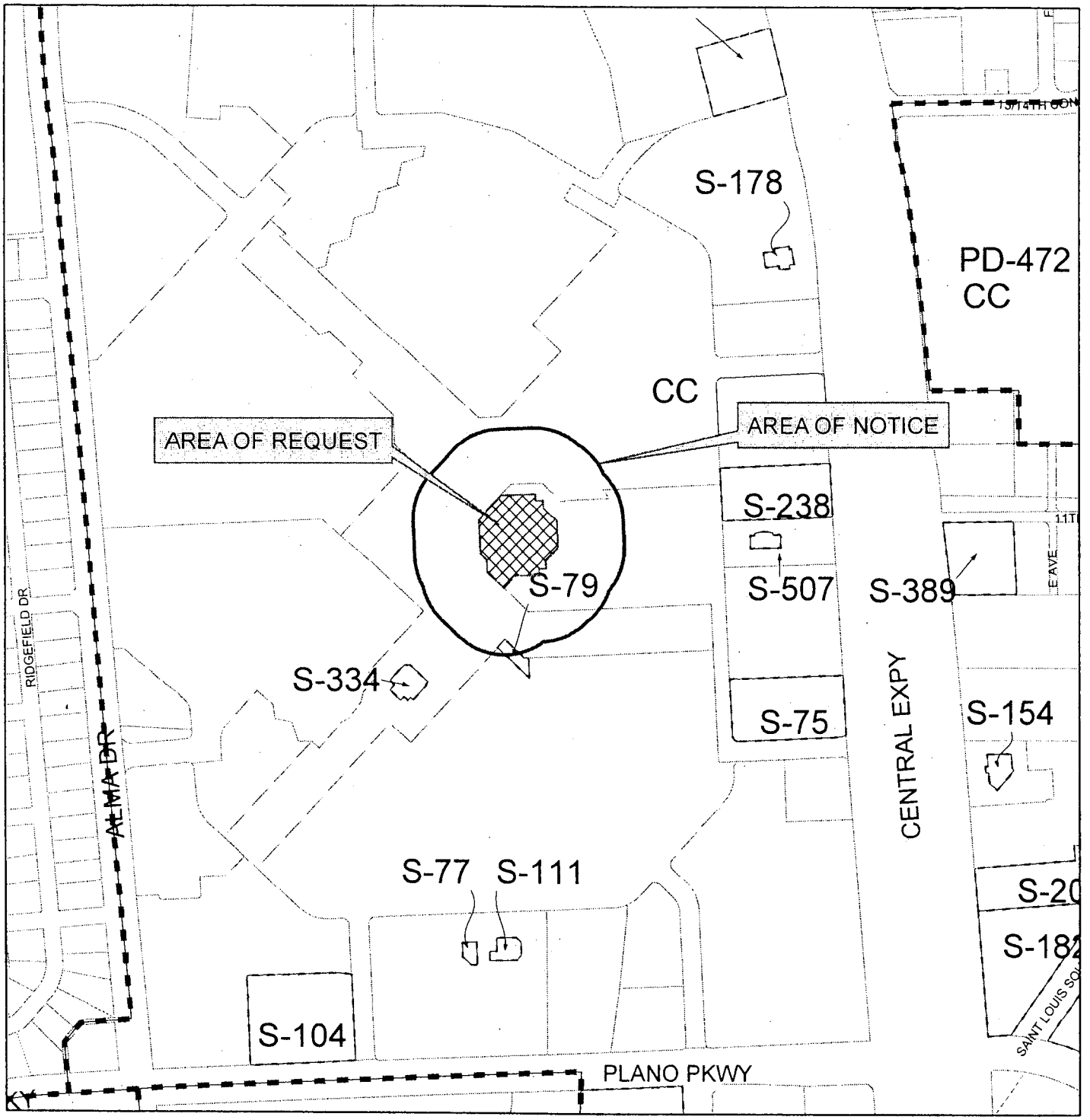
South 01°28'32" East, a distance of 23.74 feet to a point for a corner;

South 88°31'28" West, a distance of 23.50 feet to a point for a corner;

South 01°28'32" East, a distance of 19.62 feet to a point for a corner;

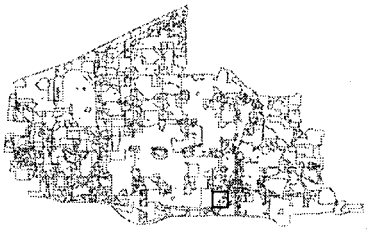
South 89°04'45" West, a distance of 75.67 feet to a point for a corner;

South 42°37'15" West, a distance of 47.94 feet to the POINT OF BEGINNING.



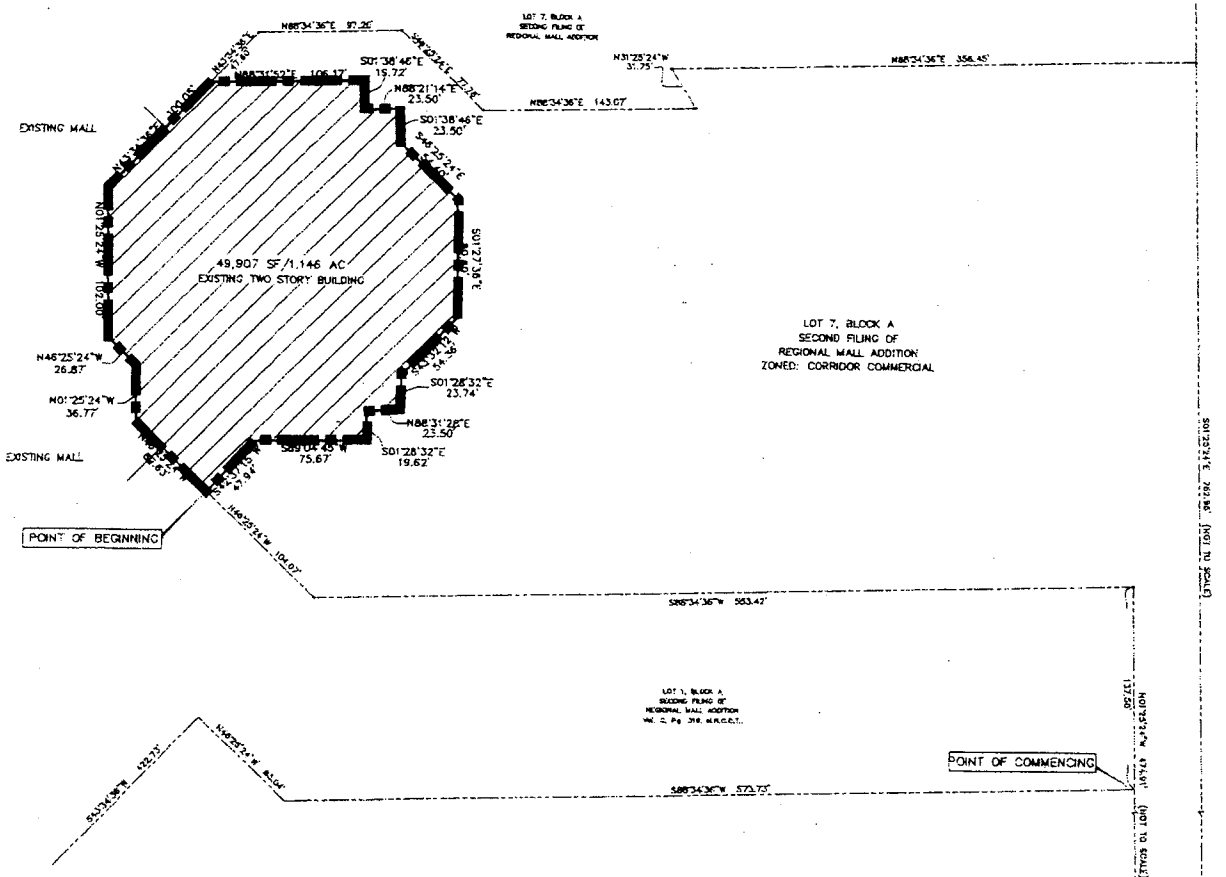
Zoning Case #: 2007-56

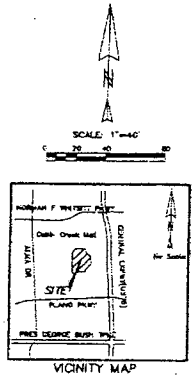
Existing Zoning: CORRIDOR COMMERCIAL



200' Notification Buffer

1-10





VICINITY MAP

NOTE:
Approval of the zoning case associated with this exhibit shall not imply approval of any associated site, plat, or permit, approval of development standards shown hereon, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on site(s), plats or plans relating to development of this property shall be considered as an action separate from action taken on this zoning case.

LEGAL DESCRIPTION

BEING a 49,907 square feet or a 1.146 acre tract of land situated in the Joseph Klepper Survey, Abstract No. 213, City of Plano, Collin County, Texas and being part of Lot 7, Block A of Second Filing of Regional Mall Addition, an addition to the City of Plano, Collin County, Texas according to the map thereof recorded in Volume C, Page 319, Map Records of Collin County, Texas and being more particularly described as follows (the bearing basis for this description is a bearing of S88°34'36" W for the common line of said Lot 7, Block A and Lot 1, Block A of the said Second Filing of Regional Mall Addition);

COMMENCING at the northeast corner of Lot 1, Block A of the said Second Filing of Regional Mall Addition, said point being in the west line of said Lot 7; Thence, the following courses and distances with the common line of said Lot 1 and Lot 7:

- N 01°25'24" W, a distance of 137.50 feet;
- S 88°34'36" W, a distance of 553.42 feet;
- N 46°25'24" W, a distance of 104.07 feet to the Point of Beginning at the south corner of a two story concrete building;

THENCE, the following courses and distances with the common line of said Lot 1 and Lot 7 and the wall of the said two story building:

- N 46°25'24" W, a distance of 69.63 feet to a point for a corner;
- N 01°25'24" W, a distance of 36.77 feet to a point for a corner;
- N 46°25'24" W, a distance of 26.87 feet to a point for a corner;
- N 01°25'24" W, a distance of 102.00 feet to a point for a corner;
- N 43°34'36" E, a distance of 100.05 feet to a point for a corner;
- N 88°21'37" E, deviating the common line of said Lot 1 and Lot 7, a distance of 108.17 feet to a point for a corner;

THENCE, the following course and distances continuing with the wall of the said two story building:

- S 01°38'46" E, a distance of 19.72 feet to a point for a corner;
- N 88°21'14" E, a distance of 23.50 feet to a point for a corner;
- S 01°38'46" E, a distance of 23.50 feet to a point for a corner;
- S 46°25'24" E, a distance of 54.40 feet to a point for a corner;
- S 01°27'36" E, a distance of 80.60 feet to a point for a corner;
- S 43°32'12" W, a distance of 54.36 feet to a point for a corner;
- S 01°28'32" E, a distance of 23.74 feet to a point for a corner;
- S 88°31'26" W, a distance of 23.50 feet to a point for a corner;
- S 01°28'32" E, a distance of 19.62 feet to a point for a corner;
- S 89°04'45" W, a distance of 75.67 feet to a point for a corner;
- S 47°37'15" W, a distance of 47.84 feet to the Point of Beginning.

SURVEYOR'S CERTIFICATE

The undersigned hereby certifies the above legal description was prepared from an on the ground survey performed on June 26, 2007, under the supervision of the undersigned and that the legal description accurately sets out the metes and bounds of the building outline area described.

Dated: October 9, 2007

L. Lynn Kadleck
Registered Professional
Land Surveyor No. 3852

OWNER: TRUNICAS CAPITAL
15 ENTERPRISE, SUITE 150
ALISO VIEJO, CA. 92656
ATTN: GARY FITZPATRICK
(949) 348-9466

APPLICATION INFO:
AMAZING JAMES
15 ENTERPRISE, SUITE 150
ALISO VIEJO, CA. 92656
ATTN: GARY FITZPATRICK
(949) 348-9466

ZONING CASE #2007-56

ZONING EXHIBIT– SUP FOR ARCADE

1.146 ACRE TRACT OUT OF LOT 7, BLOCK A SECOND FILING REGIONAL MALL ADDITION

JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213
PLANO, COLLIN COUNTY, TEXAS

PREPARED BY
KADLECK & ASSOCIATES
ENGINEERING PLANNING SURVEYING
365 Pecanna Drive Suite 115, Plano, TX 75074
(972) 881-0771

Exhibit A

DATE: November 20, 2007

TO: Honorable Mayor & City Council

FROM: James Duggan, Chairman, Planning & Zoning Commission

SUBJECT: Results of Planning & Zoning Commission Meeting of November 19, 2007

AGENDA ITEM NO. 8 - PUBLIC HEARING
ZONING CASE 2007-57
APPLICANT: UNIVERSITY OF GYMNASTICS

Request for Specific Use Permit for Day Care Center on 0.5± acre located 100± feet west of N Avenue, 370± feet south of Plano Parkway. Zoned Light Industrial-1.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 0 **OPPOSE:** 0

LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA: **SUPPORT:** 0 **OPPOSE:** 0

PETITION(s) RECEIVED: N/A **# OF SIGNATURES:** N/A

STIPULATIONS:

P & Z waived the requirement for outdoor play space.

Recommended for approval as follows:

1. Day care shall be provided for less than four hours per day for an individual person. However, the day care facility may operate multiple sessions of four hours or less in length.

2. The day care center must be operated in conjunction with the gymnastics facility.

FOR CITY COUNCIL MEETING OF: December 10, 2007 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

EH/dw

xc: Randy Haefli, Randall Management LLC
Mark White, Icon Architects Inc.
Dayna Deprospero, University of Gymnastics

CITY OF PLANO

PLANNING & ZONING COMMISSION

November 19, 2007

Agenda Item No. 8

Public Hearing: Zoning Case 2007-57

Applicant: University of Gymnastics

DESCRIPTION:

Request for Specific Use Permit for Day Care center on 0.5± acre located 100± feet west of N Avenue, 370± feet south of Plano Parkway. Zoned Light Industrial-1.

REMARKS:

The requested zoning is a Specific Use Permit (SUP) for Day Care Center that is to operate in conjunction with a gymnastics facility. A day care center is defined as a facility providing care, training, education, custody, treatment, or supervision for 13 or more children for less than 24 hours per day. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

The proposed day care center is in a multi-occupant building with direct access to the exterior of the building. The applicant operates an existing daycare in a similar location nearby. Children attending the day care center will have access to 7,780 square feet of indoor and 5,500 square feet of outdoor play space. The applicant feels the large indoor play area provides adequate play space for the children and is therefore requesting a waiver to the outdoor play space requirement. It has direct access to the outdoor play space which is immediately adjacent to the building. The Zoning Ordinance requires that day care centers provide outdoor play space; however, the Planning & Zoning Commission may waive the requirement for outdoor play space if care is provided for less than four hours per day. The applicant plans to operate a "drop-in" day care and will not offer care for more than four hours.

The maximum number of students allowed at any time is 200. The day care meets the required parking, loading and unloading area requirements. It is also not within 300 feet of gasoline pumps or underground storage tanks.

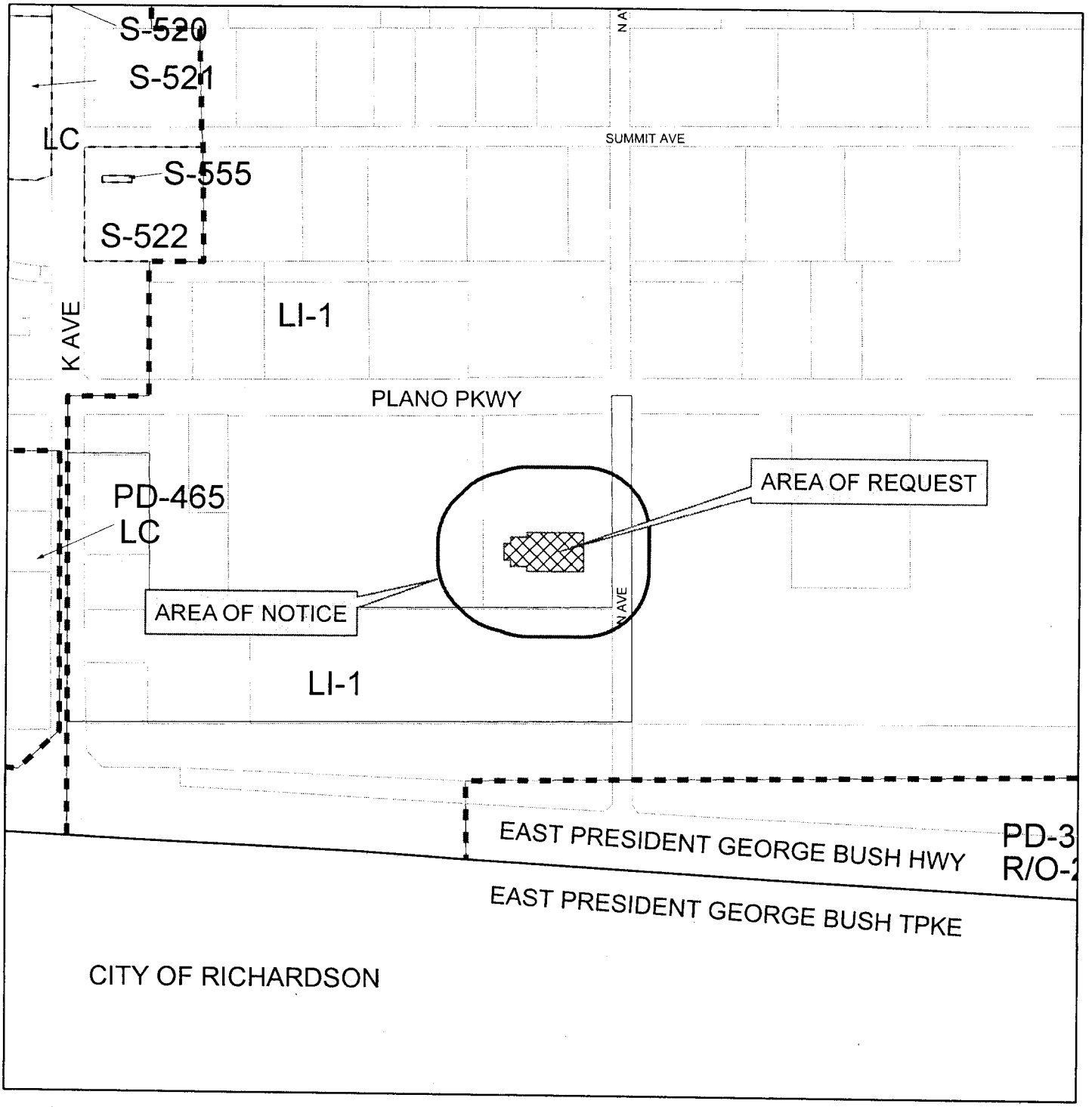
RECOMMENDATIONS:

Recommended for approval subject to:

1. P & Z waiving the requirement for outdoor play space;

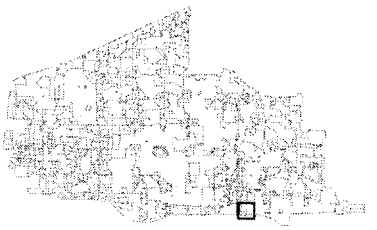
2. Day care shall be provided for less than four hours per day for an individual person. However, the day care facility may operate multiple sessions of four hours or less in length.

3. The day care center must be operated in conjunction with the gymnastics facility.



Zoning Case #: 2007-57

Existing Zoning: LIGHT INDUSTRIAL-1



200' Notification Buffer

2-4

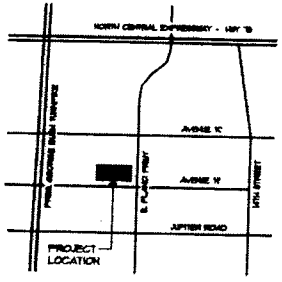
PARKING SUMMARY

SUITE 'A'	PARKING REQUIRED	PARKING PROVIDED
8,615 Sq. Ft. Office	1/300 S.F. = 29	52 SPACES
22,407 Sq. Ft. Warehouse	1/1000 S.F. = 23	
SUITE 'B'	**PARKING REQUIRED**	**PARKING PROVIDED**
4,000 Sq. Ft. Office	1/300 S.F. = 14	31 SPACES
15,730 Sq. Ft. Warehouse	1/1000 S.F. = 16	
SUITE 'C'	**PARKING REQUIRED**	**PARKING PROVIDED**
200 Day Care Children	1 per 5 Children = 40 Spaces	40 SPACES
SUITE 'D'	**PARKING REQUIRED**	**PARKING PROVIDED**
3,406 Sq. Ft. Office	1/300 S.F. = 12	19 SPACES
6,112 Sq. Ft. Warehouse	1/1000 S.F. = 7	
	TOTAL REQUIRED	**TOTAL PROVIDED**
	141 SPACES	142 SPACES

Suite 'C' Play Area Requirements

Area Required	65 Sq. Ft. per Child = 13,000 Sq. Ft.
Area Provided	13,280 Sq. Ft. (Area includes Outdoor Playground and Inside Gymnasium)

Lot 2, Block A
Palisades Business Park No. 6
Cab. J, Page 387



Vicinity Map scale: N.T.S.

north

LEGAL DESCRIPTION

BEING a tract of land situated in the James Beverly Survey, Abstract Number 120, Collin County, Texas, said being part of Lot 2, Block A, as shown on the Development Plat of Lee Harris Addition, an addition to the City of Plano, Collin County, Texas, as recorded in Cabinet G, Page 442, Plat Records, Collin County, Texas, said being part of that tract of land described in Deed to Parkway Engineer, L.P., as recorded in Volume 5015, Page 1967, Deed Records, Collin County, Texas and being more particularly described as follows:

COMMENCING at a point for the southeast corner of the building located on the above mentioned Lot 2, Block A, Lee Harris Addition;

THENCE Northerly, along the westerly edge of said building, a distance of 95.18 feet to the POINT OF BEGINNING of the tract described herein;

THENCE Westerly, bisecting said straight cross of building, a distance of 171.16 feet to a point on the westerly edge of said building;

THENCE Northerly, along said westerly edge of building, a distance of 10.00 feet to a point for a corner;

THENCE Westerly, a distance of 63.00 feet to a point for corner;

THENCE Northerly, a distance of 20.00 feet to a point for corner;

THENCE Westerly, a distance of 20.00 feet to a point for corner;

THENCE Northerly, a distance of 20.00 feet to a point for corner;

THENCE Westerly, a distance of 20.00 feet to a point for corner;

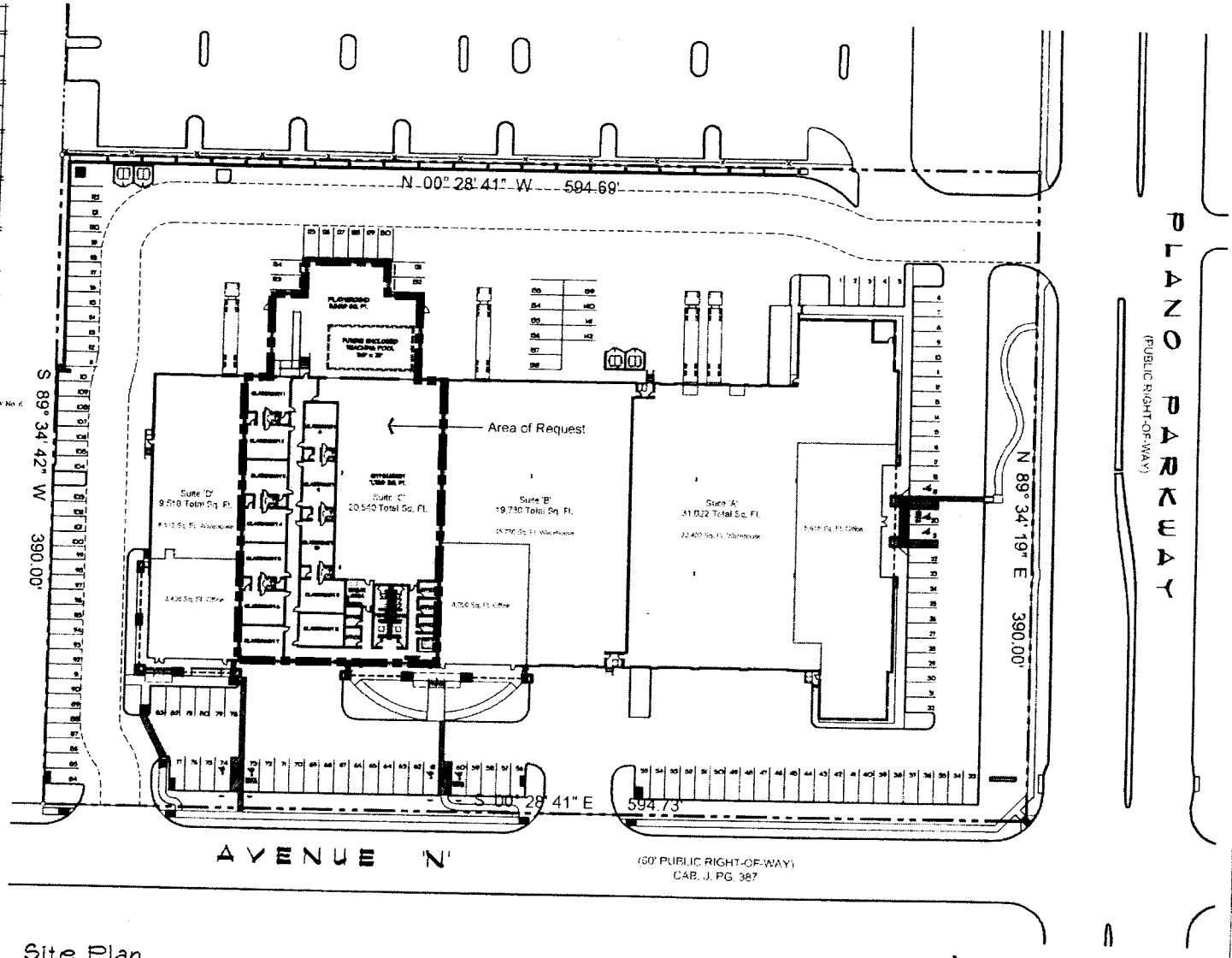
THENCE Northerly, a distance of 20.00 feet to a point for corner;

THENCE Westerly, a distance of 63.00 feet to a point for corner and said westerly edge of building;

THENCE Northerly, along said edge of building, a distance of 15.00 feet to a point for corner;

THENCE Westerly, a distance of 3.17 feet, to a point for corner, on the westerly edge of building;

THENCE Southerly, along the westerly edge of building, a distance of 35.00 feet to the POINT OF BEGINNING and containing 0.14 acres, or 6,145 square feet of land more or less.



Site Plan

scale: 1" = 30'-0"

0 10' 30' 60' 90'

north

BUILDING OWNER
Randell Management, L.L.C.
4333 Airport Freeway
Fort Worth, Texas 76117
Contact: Randy Hall
Phone: 817.834.5279

S.U.P. APPLICANT
University of Gymnastics
1400 Summit - Suite D
Plano, Texas 75074
Contact: Gloria DeProspero
Phone: 972.425.5709

ICON Architects Incorporated

UNIVERSITY OF GYMNASTICS
Tenant Space Finish-out
Avenue N
Plano, Texas 75074

Zoning Exhibit
Zoning Case #2007-57

PROJECT # :	SHEET # :
DATE: 10/29/07	A1.1
DRAWN BY: JMW	OF

2-5

ORDINANCE NO. _____
(Zoning Case 2007-57)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, GRANTING SPECIFIC USE PERMIT NO. 589 SO AS TO ALLOW THE ADDITIONAL USE OF DAY CARE CENTER ON 0.5± ACRE OF LAND OUT OF THE JAMES BEVERLY SURVEY, ABSTRACT NO. 120, LOCATED 100± FEET WEST OF N AVENUE, 370± FEET SOUTH OF PLANO PARKWAY IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, PRESENTLY ZONED LIGHT INDUSTRIAL-1; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 10th day of December, 2007, for the purpose of considering granting Specific Use Permit No. 589 for the additional use of Day Care Center on 0.5± acre of land out of the James Beverly Survey, Abstract No. 120, located 100± feet west of N Avenue, 370± feet south of Plano Parkway in the City of Plano, Collin County, Texas, presently zoned Light Industrial-1; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 10th day of December, 2007; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 589 for the additional use of Day Care Center on 0.5± acre of land out of the James Beverly Survey, Abstract No. 120, located 100± feet west of N Avenue, 370± feet south of Plano Parkway in the City of Plano, Collin County, Texas, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

IT IS, THEREFORE, ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 589, allowing the additional use of Day Care Center on 0.5± acre of land out of the James Beverly Survey, Abstract No. 120, located 100± feet west of N Avenue, 370± feet south of Plano Parkway in the City of Plano, Collin County, Texas, presently zoned Light Industrial-1, said property being more fully described on the legal description in Exhibit "A" attached hereto.

Section II. The change granted in Section I is granted subject to:

1. Day care shall be provided for less than four hours per day for an individual person. However, the day care facility may operate multiple sessions of four hours or less in length.

2. The day care center must be operated in conjunction with the gymnastics facility.

Section III. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

Section IV. All provisions of the ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section V. The repeal of any ordinance or part of ordinances affectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinance at the time of passage of this Ordinance.

Section VI. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

Section VII. It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or partial invalidity of any section, clause or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

Section VIII. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE 10TH DAY OF DECEMBER, 2007.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land situated in the James Beverly Survey, Abstract Number 120, Collin County, Texas, and being part of Lot 2, Block A, as shown on the Conveyance Plat of Luminator Addition, an addition to the City of Plano, Collin County, Texas, as recorded in Cabinet O, Page 482, Plat Records, Collin County, Texas, also being part of that tract of land described in deed to Randall Industrial, L.P., as recorded in Volume 5618, Page 2487, Deed Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a point for the southeast corner of the building located on the aforementioned Lot 2, Block A, Luminator Addition;

THENCE Northerly, along the Easterly edge of said building, a distance of 55.18 feet to the POINT OF BEGINNING of the herein described tract;

THENCE Westerly, departing said Easterly edge of building, a distance of 171.16 feet to a point on the Westerly edge of said building;

THENCE Northerly, along said Westerly edge of building, a distance of 15.00 feet to a point for a corner;

THENCE Westerly, a distance of 50.00 feet to a point for corner;

THENCE Northerly, a distance of 20.00 feet to a point for corner;

THENCE Westerly, a distance of 20.00 feet to a point for corner;

THENCE Northerly, a distance of 50.00 feet to a point for corner;

THENCE Easterly, a distance of 20.00 feet to a point for corner;

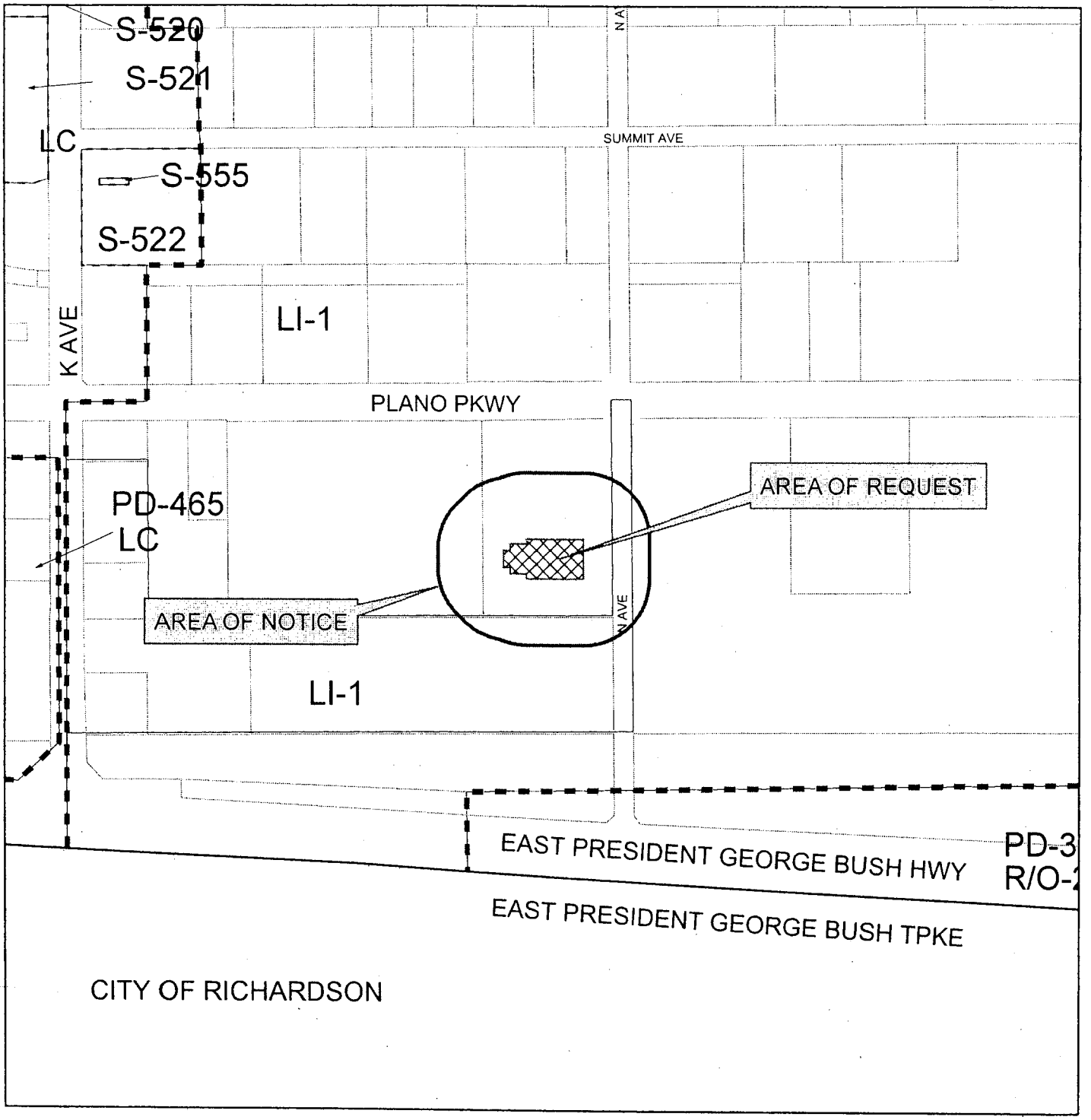
THENCE Northerly a distance of 20.00 feet to a point for corner;

THENCE Easterly, a distance of 50.00 feet to a point for corner on said Westerly edge of building;

THENCE Northerly, along said edge of building, a distance of 15.00 feet to a point for corner;

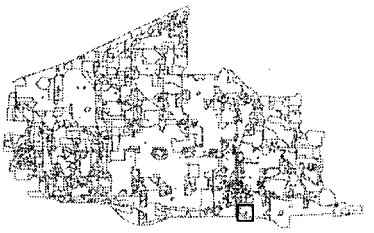
THENCE Easterly, a distance of 171.60 feet, to a point for corner; on the Easterly edge of building;

THENCE Southerly, along the Easterly edge of building, a distance of 120.00 feet to the POINT OF BEGINNING and CONTAINING 26,040 square feet of land, more or less.



Zoning Case #: 2007-57

Existing Zoning: LIGHT INDUSTRIAL-1



200' Notification Buffer

2-10

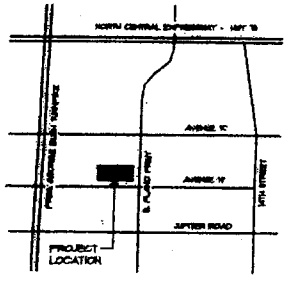
PARKING SUMMARY

SUITE 'A'	PARKING REQUIRED	PARKING PROVIDED
5,615 Sq. Ft. Office	1/300 S.F. = 29	52 SPACES
22,407 Sq. Ft. Warehouse	1/1000 S.F. = 23	
SUITE 'B'	**PARKING REQUIRED**	**PARKING PROVIDED**
4,000 Sq. Ft. Office	1/300 S.F. = 14	31 SPACES
15,730 Sq. Ft. Warehouse	1/1000 S.F. = 16	
SUITE 'C'	**PARKING REQUIRED**	**PARKING PROVIDED**
200 Day Care Children	1 per 5 Children = 40 Spaces	40 SPACES
SUITE 'D'	**PARKING REQUIRED**	**PARKING PROVIDED**
3,406 Sq. Ft. Office	1/300 S.F. = 12	19 SPACES
6,112 Sq. Ft. Warehouse	1/1000 S.F. = 7	
	TOTAL REQUIRED	**TOTAL PROVIDED**
	141 SPACES	142 SPACES

Suite 'C' Play Area Requirements

Area Required	65 Sq. Ft. per Child = 13,000 Sq. Ft.
Area Provided	13,280 Sq. Ft. (Area Includes Outdoor Playground and Inside Gymnasium)

Lot 5, Block 1
Palisades Business Park No. 6
Cab. J. Page 387

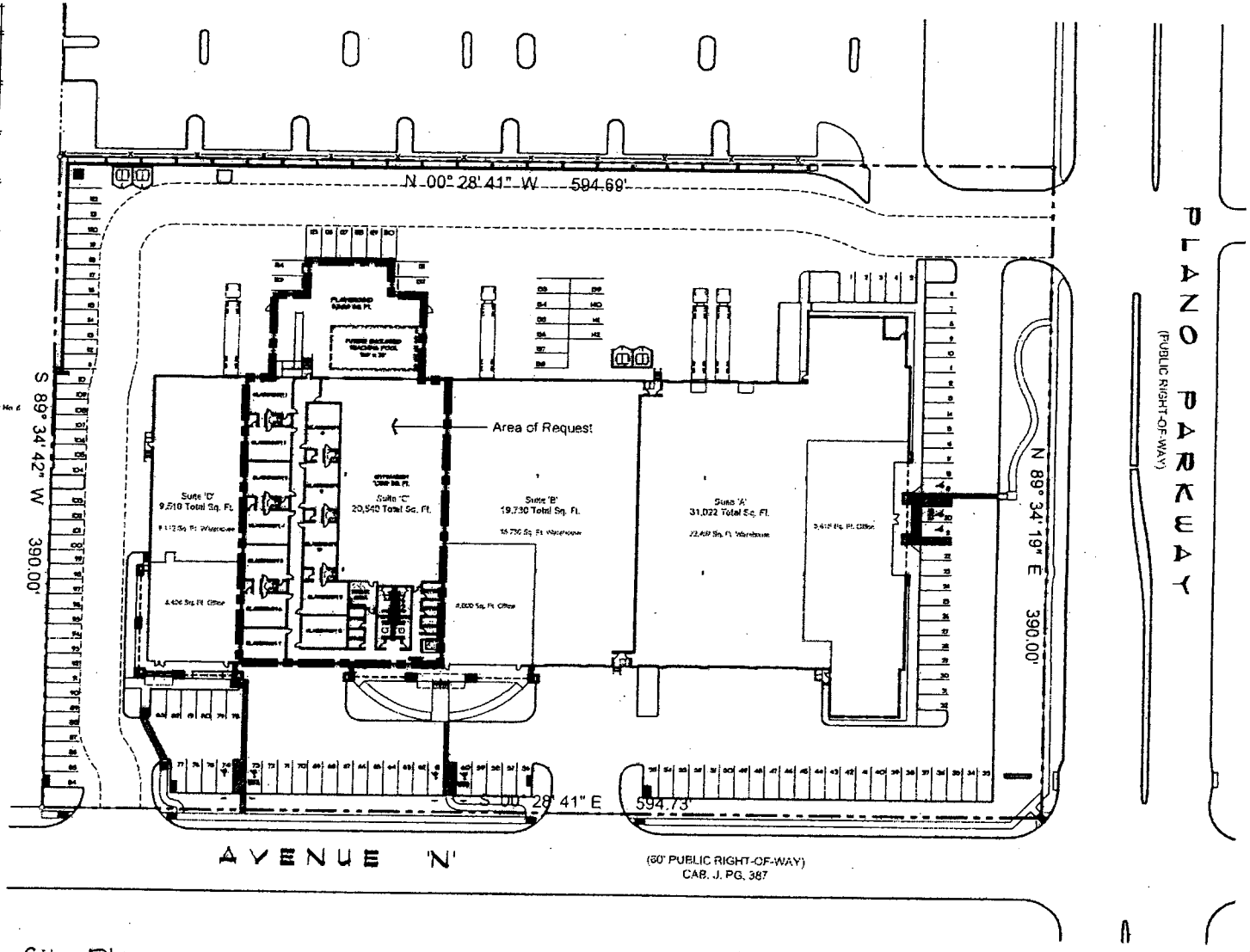


Vicinity Map scale N.T.A.

north

LEGAL DESCRIPTION

[illegible]



Site Plan

scale: 1" = 30'-0"

0 10 30 60 90

north

BUILDING OWNER
Randall Management, L.L.C.
6333 Airport Freeway
Fort Worth, Texas 76117
Contact: Randy Haefli
Phone: 817.834.5279

S.U.P. APPLICANT
University of Gymnastics
1400 Summit - Suite 37
Plano, Texas 75074
Contact: Dayna DeProspero
Phone: 972.423.5709

ICON Architects Incorporated

UNIVERSITY OF GYMNASTICS
Tenant Space Finish-out
Avenue N

Zoning Exhibit
Zoning Case
#2007-57

PROJECT #: | SHEET #:
DATE: 10-26-07 | A1.1
DRAWN BY: JMW | OF:

2-11